OXNARD SCHOOL DISTRICT

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

BOARD OF TRUSTEES

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

ADMINISTRATION

Dr. Cesar Morales
Superintendent
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Ms. Robin I. Freeman
Assistant Superintendent,
Educational Services
Ms. Lisa Cline
Assistant Superintendent,
Business & Fiscal Services

AGENDA #11
REGULAR BOARD MEETING
Wednesday, February 17, 2016
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 &
Verizon FIOS - Channel 37

Vision:

Empowering All Children to Achieve Excellence

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.

Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.

Board Adopted 08-26-15

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. Marlene Breitenbach, Principal of Marshall School, will introduce Matthew Leung, 5th grader in Mrs. Lucinda Harrel'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 Anika Huelskamp, 5th grader in Mrs. Sandy Sloan's class in English; and Noelia Jimenez, 5th grader in Mrs. Laura Pigeon's class will read them in Spanish.

A.4 Presentation by Marshall School

Dr. Breitenbach will provide a short presentation to the Board regarding Marshall 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:
Vote:

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

A.6 Study Session – Local Control Accountability Plan Update *(Freeman)*

The Board of Trustees will receive an update on the Local Control Accountability Plan (LCAP).

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a "Speaker Request Form" and submitting the form to the Assistant Superintendent of Human Resources and Support Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

A.8 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
   - Conference with Legal Counsel – Anticipated Litigation: 1 case

2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g)*
   - Case No. 15-08 (Action Item)

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.8 Closed Session** (continued)*

3. Pursuant to Section 54956.8 of the *Government Code*:
   - Conference with Real Property Negotiators (for acquisition of new school site):

Property:	Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
Agency Negotiators:	Superintendent/Assistant Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
Negotiating Parties:	Dennis Hardgrave on behalf of the property owners
Under Negotiations:	Instruction to agency negotiator on price and terms.

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

5. 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:
   - Public Employee Evaluation(s):
     - Principal(s)
     - Assistant Superintendent(s)

A.9 Reconvene to Open Session ***7:00 PM***

A.10 Report Out of Closed Session

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

REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g)*

- **Case No. 15-08 (Action Item)**
  Motion: _____, Second: _____
  Roll Call Vote:
  Duff __, O'Leary __, Morrison __ Cordes __, Robles-Solis ___

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.11 Approval of Minutes

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

Moved:
Seconded:
Vote:

- December 9, 2015, regular board meeting
- December 16, 2015, special board meeting

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, 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

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

C.1 Agreements

It is recommended that the Board approve the following agreements: — Dept/School

- Amendment #1 to Agreement #15-49 with the California Department of Education – Child Development Division, Contract #CSPP-5617, to operate State Preschool programs July 1, 2015 through June 30, 2016, amendment is for the Maximum Reimbursable Amount of $89,259.00 for a total contract amount of $1,274,926.00; — Freeman/ Thomas
- Amendment #1 to Agreement #15-77 with Mad Science of Los Angeles, to provide enrichment activities for the period of 9/1/2015 through 6/30/2016, amendment #1 is to increase enrichment activities at schools for an additional $45,000.00, original contract was $30,000.00, for a total of $75,000.00, to be paid with unrestricted General Funds; — Freeman/ Thomas
- Amendment #1 to Agreement #15-78 with Art Trek Inc., to provide enrichment activities for the period of 9/1/2015 through 6/30/2016, amendment #1 is to increase enrichment activities at schools for an additional $18,000.00, original contract was $20,000.00, for a total of $38,000.00, to be paid with unrestricted General Funds; — Freeman/ Thomas
- #15-183 with Boys & Girls Clubs of Greater Oxnard and Port Hueneme, to provide information to parents about their programs and how to obtain them, February 18, 2016 through February 28, 2017, at no cost to the district; — Freeman/ Ridge
- #15-184 with STAR of CA Inc., to provide classroom support as consultants and 1-1 behavioral therapists for identified students, February 18, 2016 through June 30, 2016, amount not to exceed $120,000.00, to be paid 50% with MAA Funds and 50% with Special Education Funds; — Freeman/ Ridge
- #15-186 with Nolte Associates Inc., to provide DSA inspection services in support of the Curren P2P Project closeout; amount not to exceed $4,250.00, to be paid with Deferred Maintenance Funds; — Cline/ Cross
- #15-187 with Action Preparedness Training, to provide training to coaches in OSD on how to properly perform and administer CPR/First Aid to students involved in athletic activities; amount not to exceed $750.00, to be paid with General Funds. — Vaca

C.2 Ratification of Agreement #15-185 with EUR Consulting & Development Inc.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #15-185 with EUR Consulting & Development Inc. in the amount not to exceed the "Hourly Rates" as stated in the attached Proposal dated 1/15/16, to be paid with Measure R Bond Funds. — Dept/School Cline

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.3 2015-2016 Second Quarter Williams VCOE Activity Report

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2015-2016 Second Quarter Williams VCOE Activity Report, as presented.	Dept/School Vaca/ Magaña

C.4 Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2016-2017 Negotiations, Pursuant To Government Code Section 3547

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board schedule March 2, 2016 for the Public Hearing for OSSA and the District's proposals.	Dept/School Vaca

C.5 Liability Claim

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA07207A2.	Dept/School Vaca/ Magaña

C.6 Approval of Revised Job Descriptions: Assistant Principal, Principal-Elementary, Master Principal-Elementary, Principal-Middle School/K-8, Master Principal-Middle School/K-8

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services that the Board of Trustees approve the revised job descriptions, as described.	Dept/School Vaca

C.7 Request For Approval of Overnight Field Trip to CSU Channel Islands Santa Rosa Island Research Station

It is the recommendation of the Assistant Superintendent, Educational Services and the Principal of Frank Middle School that the Board of Trustees approve the request for approximately two classes of (35) thirty-five 8th grade students from Oceanography classes at Frank Middle School, to attend a three (3) day fieldtrip to the CSU Channel Islands Santa Rosa Island Research Station, April 18-20, 2016 and April 20-22, 2016; at no fiscal impact to the district.	Dept/School Freeman/ Joyce

C.8 Approval of Contract with Deputy Superintendent, Business & Fiscal Services *(Dr. Morales)*

It is recommended that the Board of Trustees approve the employment contract between the Board of Trustees and Ms. Lisa Cline for the position of Deputy Superintendent, Business & Fiscal Services and execute said contract.	Dept/School Dr. Morales

C.9 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.10 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 Comprehensive Safe School Plans 20 Sites *(Freeman/Ridge)*

It is the recommendation of the 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.

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

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

D.2 Reimbursement for Teacher Substitute at Rio School District *(Cline)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3

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

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

D.3 Ratification of Change Order #004, Harrington Elementary School Reconstruction Project *(Cline/CFW, Inc.)*

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., and D + D Architects, that the Board of Trustees ratify Change Order #004, in the amount not to exceed $177,072.00 for Agreement #14-21, Harrington Elementary School Reconstruction Project with Bernards.

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

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, Robles-Solis ___

D.4 2016 CSBA Delegate Assembly Election *(Dr. Morales)*

It is the recommendation of the District Superintendent that the Board of Trustees consider whether or not it wishes to vote for four representatives and have administration submit the official ballot on behalf of the Board of Trustees.

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

ROLL CALL VOTE:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, 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 Request For Approval of Resolution #15-25 Authorizing The Execution, Delivery and Sale of Certificates of Participation In The Maximum Aggregate Principal Amount of $8,000,000.00 To Acquire and Improve Real Property and Approving Related Documents and Actions
(Dr. Morales/Cline)

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees consider approval of Resolution #15-25 of the Board of Trustees of the Oxnard School District Authorizing the Execution, Delivery and Sale of Certificates of Participation in the Maximum Aggregate Principal Amount of $8,000,000.00 to acquire and improve real property and approving related documents and actions, 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:
Duff ___, O'Leary ___, Morrison ___, Cordes ___, 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 Update Master Construct Program *(Dr. Morales/Cline/CFW, Inc.)*

The Board of Trustees will receive a presentation on the Master Construct Program by Caldwell Flores Winters, Inc.

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 Policies will be considered 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): **Robin I. Freeman** Date of Meeting: **2/17/16**

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 ____

Local Control Accountability Plan Update (Freeman)

The District is half-way through the 2015-16 actions and services in the LCAP. The report will provide an update on these actions and services and propose a timeline for the 2016-2019 LCAP development.

FISCAL IMPACT:

None

RECOMMENDATION:

None – Information Only

ADDITIONAL MATERIAL(S): None

Regular Board Meeting
December 9, 2015

CALL TO ORDER

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, December 9, 2015, at the Educational Service Center.

ROLL CALL

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Albert Duff Sr., Ernest "Mo" Morrison, and Denis O'Leary. Trustee Debra M. Cordes had not arrived. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Lisa Cline, Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

PLEDGE OF ALLEGIANCE

The following students from Kamala School lead the audience in the Pledge of Allegiance:

- Briana Quiroz (Kinder) Mrs. Aranzazu
- Oscar Orozco (1st) Ms. Calderon
- Brianna Ponce (2nd) Mrs. Shaw
- David Villa (3rd) Mrs. Mead
- Jonathan Covarrubias (4th) Ms. DeMars
- Angel Rodriguez (5th) Mrs. Fernandez
- Angel Rodriguez (5th) Mrs. Fernandez
- Melvin Gomez Tapia (6th) Ms. Forrest
- Gabriel Perez (7th) Ms. Mejia
- Diego Garcia (8th) Mr. Godinez

(Trustee Arrival)

Trustee Debra M. Cordes arrived at 5:04 p.m.

DISTRICT'S VISION AND MISSION STATEMENTS

Jisell Camarena and Destiny Cobian, both 8th graders at Kamala School, read the District's Vision and Mission Statements in English and Spanish.

PRESENTATION BY SCHOOL STAFF

Mrs. Christine McDaniels, Principal at Kamala School, thanked the Board for the opportunity to present her students and school. She informed the Board that she had a student representative from each grade level, K-8 and introduced each student. She provided a brief summary and shared a video produced by the students in Ms. Sims' class on what goes on at Kamala School. Dr. Morales thanked Ms. Sims' for her presence and wished her well on her retirement journey. President Robles-Solis thanked the students, parents, staff and Ms. Sims for participating in the board meeting.

ADOPTION OF THE AGENDA

A.5 Changes to the agenda were noted:

- Section C – Consent Agenda – C.12 Approval of Supplemental Education Service Contracts for 2015-2016 School Year: Please delete Agreement #15-147 – Learn with iPads, and #15-148 – MAJICOO Tutoring;
- Section C – Consent Agenda– C.15 Personnel Actions – Certificated, Please correct title under New Hire to Behavior Specialist, Pupil Services NOT Director, due to a typographical error.

On motion by Trustee Cordes, 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 amended.

Mr. Ernesto Flores, President of Caldwell Flores Winters, Inc., Jeremy Cogan and Yuri Calderon presented the Facilities Implementation Program Sixth Semi-Annual Report. Following discussion, Dr. Morales informed the Board that this was an information session only and approval of the plan would be brought back at the January meeting.

STUDY SESSION SIXTH SEMI-ANNUAL FACILITIES IMPLEMENTATION PROGRAM UPDATE

ANNOUNCEMENTS PRIOR TO CLOSED SESSION December 9, 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 of Trustees during closed session public comment.

PUBLIC COMMENT CLOSED SESSION

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

- ANTICIPATED LITIGATION – two (2) cases

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

Trustees convened to closed session at 5:54 p.m. until approximately 6:55 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

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

REPORT ON CLOSED SESSION

- On motion by Trustee O'Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved administration recommendations to suspended enforcement of expulsion, placement with the Opportunity Program in the Oxnard School District with a behavior plan in student matter #15-02. (Motion #15-52)
- On motion by Trustee Cordes, seconded by Trustee O'Leary and carried on a roll call vote of 5-0; the Board of Trustees approved administration recommendations to expulsion, placement at Gateway Community School and provide a behavior plan in the student matter #15-03. (Motion #15-53)

A.11 Dr. Morales recognized President Robles-Solis's services to the Board of Trustees as President for the 2014-2015 school year. President Robles-Solis thanked the Trustees for their support and thanked staff and her family for working together to make OSD a wonderful place to be for the students.

RECOGNITION OF OUTGOING PRESIDENT ROBLES-SOLIS

This being the time and date noticed for Organization of the Board, President Robles-Solis opened the floor for nominations for President of the Board for the 2015-2016 school year.

ORGANIZATION OF THE BOARD

Trustee Cordes nominated Trustee O'Leary as President, Trustee O'Leary accepted and seconded the motion.

(Election of the President)

Trustee Morrison nominated Trustee Robles-Solis as President; Trustee Duff seconded the motion.

There being no further nominations, the floor was closed and the Board voted on the nomination for Trustee O'Leary with a roll call vote of 2-3; two ayes: Trustees Cordes and O'Leary, and three nays: Trustees Morrison, Duff and Robles-Solis, motion failed.

(Motion #15-54 Failed)

The Board voted on the nomination for Trustee Robles-Solis with a roll call vote of 4-1; four ayes: Trustees Morrison, Cordes, Duff and Robles-Solis, and one nay: Trustee O'Leary. Trustee Robles-Solis was elected to the office of President of the Board for 2015-2016.

(Motion #15-55)

President Robles-Solis opened the floor for nominations for Clerk of the Board for the 2015-2016 school year.

(Election of the Clerk)

Trustee Morrison nominated Trustee Cordes as Clerk; Trustee Duff seconded the motion. There being no further nominations, the floor was closed and Trustee Cordes was elected Clerk of the Board on a roll call vote of 5-0 vote.

(Motion #15-56)

A.12 The Board of Trustees was recessed at 7:14 p.m. p.m. until 7:24 p.m. for a short reception in honor of outgoing President and Clerk and incoming President and Clerk.

RECESS

The Board meeting was called back to order at 7:24 p.m.

RECONVENE

A.13 The Board officially assumed their seats on the governing board at the direction of President Robles-Solis.

ASSUME SEATS

A.14 The Board of Trustees selected from among its members a representative to the following committees:

APPOINTMENT/ REAPPOINTMENT OF BOARD REPRESENTATIVES TO DISTRICT COMMITTEES

- Ventura County Committee on School District Organization, to vote in the election of members to this committee.
  2015 Rep: Denis O'Leary
  2016 Appointee: Ernest Morrison

VCCSDO

On motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee Morrison as board representative to the Ventura County Committee on School District Organization.

(Motion #15-57)

- Budget Advisory Committee — BAC
  2015 Rep: Denis O'Leary, Alt: Ernie Morrison
  2016 Appointee: Denis O'Leary, Alt: Ernie Morrison

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee O'Leary as board representative and Trustee Morrison as board alternate to the Budget Advisory Committee. (Motion #15-58)

- Facilities Construction Committee — FCC
  2015 Rep: Albert Duff Sr., Alt: Debra M. Cordes
  2016 Appointee: Albert Duff Sr., Alt: Debra M. Cordes

On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved the appointment of Trustee Duff as board representative and Trustee Cordes as board alternate to the Facilities Construction Committee. (Motion #15-59)

A.15 The Board discussed the options of changing the meeting dates or time of board meetings for January through December 2016. Following discussion, on motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board approved the schedule. — SCHEDULE OF 2016 BOARD MEETINGS (Motion #15-60)

A.16 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0, the Board approved to reappoint Trustee Cordes, as a member of the Board of Trustees, to the Oxnard School District Health and Welfare Benefits Trust. — ANNUAL APPOINTMENT/ REAPPOINTMENT OF TRUSTEES FOR THE OSD HEALTH & WELFARE BENEFIT TRUST (Motion #15-61)

On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 5-0, the Board reappointed Mrs. Sandra J. Rosales, as a retiree of the Oxnard School District, and Ms. Lisa Cline, as the Assistant Superintendent, Business & Fiscal Services; to the Oxnard School District Health and Welfare Benefits Trust. (Motion #15-62)

A.17 On motion by Trustee Morrison, seconded by Trustee Duff, and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of regular board meetings October 7, 2015, October 21, 2015, November 4 , 2015, and special board meeting November 18, 2015, as presented. — APPROVAL OF MINUTES (Motion #15-63)

B.1 Clerk Cordes read the Rules For Individual Presentations in English and President Robles-Solis read them in Spanish. — RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees: — PUBLIC COMMENT

- Francine Castanon thanked Dr. Morales and Trustees O'Leary and Morrison for addressing the City Council in protesting the special use permit of alcohol for the WalMart in the Centerpoint which was opposed by the Council.

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 #15-64)

C.1 Approved the following agreements: — (Approval of Agreements)

- Amendment #1 to Agreement #15-61 with Casa Pacifica School, to provide addition of one-on-one Paraeducator Services for the remainder of the 2015-16 school year; original amount was for $37,400.00, Amendment #1 is for $21,000.00, for a total of $58,400.00, to be paid with Special Education Funds;
- #15-133 with Oxnard School District Education Foundation, for the implementation of a program for music instruction in First Grade at Harrington Elementary School during 2015-16; amount not to exceed $1,560.00, to be paid with Site Allocated General Funds - LCFF;
- #15-134 with Assistance League School, to provide non-public school services for PreK student ZG101811 for the 2015-16 school year, including Extended School year; amount not to exceed $7,850.00, to be paid with Special Education Funds;
- #15-136 with Ventura County Arts Council, to provide an art program at Harrington, Marina West, Marshall, and Sierra Linda Schools; amount not to exceed as follows: Harrington - $1,500.00, Marina West - $14,000.00, Marshall- $3,500.00, and Sierra Linda $4,000.00, to be paid with Site Unrestricted General Funds – LCFF;
- #15-160 with Sherman Garnett & Associates, to provide professional training services to school Site Administrators in the area of Student Discipline and also Attendance Technicians in the areas of Student Records on December 14 & 15, 2015; amount not to exceed $2,900.00, to be paid with Title II Funds;
- #15-161 with Ronald Ritchhart, with Harvard's Project Zero, to provide a half day workshop for 40 educators from the three middle school academies; amount not to exceed $3,500.00, to be paid with MSAP Grant.

C.2 Ratified the following agreements: (Ratification of Agreements)

- #15-122 with Passageway School, to provide non-public school services for student AH112906 for the 2015-16 school year, including Extended School Year, beginning October 19, 2015; amount not to exceed $42,361.22, to be paid with Special Education Funds;
- #15-123 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP's) for student AD091102 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed $28,224.84, to be paid with Special Education Funds;
- #15-124 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP's) for student AR080310 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed $48,523.47, to be paid with Special Education Funds;
- #15-125 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP's) for student JA100109 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed $52,090.86, to be paid with Special Education Funds;
- #15-126 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP's) for student JP030904 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed $6,818.00, to be paid with Special Education Funds;

- #15-127 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP's) for student JS010805 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed $8,495.00, to be paid with Special Education Funds;
- #15-128 with Ventura County Office of Education, to provide exceptional services – Special Circumstances Paraeducators (SCP's) for student MZ020305 for the 2015-16 school year, including Extended School Year, if applicable; amount not to exceed $23,520.70, to be paid with Special Education Funds;
- #15-129 with Tolman & Wiker Insurance Services, LLC, to provide marketing consulting services, initial term of agreement November 1, 2015 through October 31, 2016; amount not to exceed $15,000.00 annual fee, to be paid with General Funds.

C.3 Approved Renewal Agreement #15-163 with School Services of California, to provide services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process for the period of one year, beginning January 1, 2016 through December 31, 2016; amount not to exceed $3,740.00 annually, to be paid out of the General Fund. This is an increase of $120.00 over last year's rate.

(Renewal Agreement #15-163 with School Services of California)

C.4 Reviewed the current BOC membership and make a determination regarding re-appointing the current members.

(Annual Appointment/ Reappointment of Measure R Bond Oversight Committee)

C.5 Accepted the Developer Fee Report for 2009-2010 through 2014-2015 fiscal years, and adopt Resolution #15-21 relating to information made available to the public in the form of a statutory school fees and mitigation payments ("Developer Fees") report and findings thereon, in compliance with Government Code, Sections 66006 and 66001.

(Annual and Five-Year Developer Fee Report and Approval of Resolution #15-21)

C.6 Declared the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

(Certification of Signatures)

C.7 Received district's enrollment report for the month of October 2015.

(Enrollment Report)

C.8 Approved Purchase Order/Draft Payment Report #15-03 as submitted.

(Approval of Purchase Order/Draft Payment Report #15-03)

C.9 Approved the destruction of records that have reached the end of their hard copy retention period, as submitted.

(Approval of Destruction of Records)

C.10 Approved the Mitigation Monitoring and Reporting Program for the Lemonwood Elementary School Reconstruction Project in compliance with the California Environmental Quality Act.

(Approval of The Mitigation Monitoring and Reporting Program For The Lemonwood Elementary School Reconstruction Project)

C.11 Approved the attached form of Memorandum of Understanding #15-162 and authorized the Superintendent to execute the Memorandum of Understanding upon City Council approval and when appropriate to coordinate with the construction of the new Lemonwood K-8 School.

(Consideration and Approval of Form of Memorandum of Understanding #15-162 For The Joint Use of Lemonwood Park By And Between The City Of Oxnard and The Oxnard School District and Delegation of Authority To Superintendent To Execute The Memorandum of Understanding)

C.12 Approved the SES Contracts listed below to provide Supplemental Educational Services (SES) tutoring for the students in OSD for 2015-2016 school year; amount not to exceed $821,000.00, to be paid with Title I, Part A for School of Choice and Supplemental Educational Services:

(Approval of Supplemental Education Service Contracts for the 2015-2016 School Year)

- #15-130, !!!Apple iPad & Android Tablet Tutoring!!!
- #15-131, !!#1 iPad Tutoring !!
- #15-132, !!1A1 Tutoria Tablet Computer !!
- #15-135, #1 Academia de Servicio de Tutoria
- #15-137, 1 iPad gratis LLC
- #15-138, 1 Online Tutoring LLC
- #15-139, 1 to 1 Study Buddy Tutoring Inc.
- #15-140, 123 Success/Ventura County Office of Education
- #15-141, A+ Educational Centers
- #15-142, A Better Tomorrow Education
- #15-143, A Tree of Knowledge Educational Services, Inc.
- #15-144, Adaptive Learning LLC
- #15-145, UROK Learning Institute
- #15-146, Elevate Learning LLC
- #15-149, Professional Tutors of America Inc.
- #15-159, Total Education Solutions

Note: The electronic version of the Contracts was available for viewing on December 4, 2015 after 5:00 p.m. on the District Website under Board Agendas. (Insert #1 to December 9, 2015 Board Agenda)

C.13 Approved new job description – Information Systems Data Technician, so that a new classification can be taken to and approved by the Personnel Commission.

(Approve New Job Description: Information Systems Data Technician)

C.14 Approved the establishment, abolishment, reduction or increase in hours for classified positions:

(Establish/Abolish/ Reduce/Increase Hours of Positions)

Established:

- A five and a half hour, 183 day Paraeducator I, position number 7378, to be established in English Learner Services. This position will be established to provide support for the new comer program.
- An eight hour, 246 day Director of Facilities, position number 7354, to be established in the Facilities department. This position will be established to oversee the Facilities department.

Abolished:

- An eight hour, 246 day Executive Director of Facilities Planning, Engineering, and Operations, position number 1456, to be established in the Facilities department. This position will be abolished due to lack of work.

Increased:

- A five hour, 183 day Paraeducator II, position number 2229, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.
- A five hour, 183 day Paraeducator II, position number 2231, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.
- A five hour, 183 day Paraeducator II, position number 2245, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.
- A five and half hour, 183 day Paraeducator III, position number 2608, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.
- A five and half hour, 183 day Paraeducator III, position number 1937, 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 Paraeducator I - $24,542.00 ELS (LCFF)
Cost for Director of Facilities - $167,835 Maintenance
Savings for Executive Director - $174,928.00 General
Cost for Paraeducator II - $3,397.00 Special Education
Cost for Paraeducator II - $3,397.00 Special Education
Cost for Paraeducator II - $3,397.00 Special Education
Cost for Paraeducator III - $1,162.00 Special Education
Cost for Paraeducator III - $1,162.00 Special Education

C.15 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)

Name	Position	Effective Date
NEW HIRES		
Julia Bolognino	Behavior Specialist, Pupil Services	November 16, 2015

Patrick Allison	Substitute Teacher	2015/2016 School Year
Richelle Bequilla	Substitute Teacher	2015/2016 School Year
Valerie Jones	Substitute Teacher	2015/2016 School Year
Diana Lopez	Substitute Teacher	2015/2016 School Year
Cynthia Phillips	Substitute Teacher	2015/2016 School Year
Eric Swartz	Substitute Teacher	2015/2016 School Year
Clinton Tatum, Jr.	Substitute Teacher	2015/2016 School Year
Sofia Vega	Substitute Teacher	2015/2016 School Year
Salvador Vizcaino	Substitute Teacher	2015/2016 School Year
David Zieper	Substitute Teacher	2015/2016 School Year

RESIGNATION

Dawn Cassity	Teacher, Social Science, Chavez	November 3, 2015

RETIREMENT

Robert M. Crowley	Teacher, Social Science, Haydock	January 8, 2016

The following classified 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, 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: (CLASSIFIED)

Name	Position	Effective Date
New Hire		
Aguirre Cayeros, Carmina	Paraeducator II, Position #2235 Pupil Services 5.75 hrs./183 days	11/02/2015
Aparicio, Bianna D.	Child Nutrition Worker, Position #7291 McAuliffe 3.0 hrs./185 days	11/16/2015
Beltran, Daniel	Cover Bus Driver/Office Assistant, Position #580 Transportation 6.0 hrs./203 days	11/30/2015
Cedillo, Yesenia H.	Office Assistant II, Position #5424 Driffill 5.0 hrs./192 days	11/16/2015
Flores, Marcella	Office Assistant II (B), Position #1983 Marshall 5.0 hrs./203 days	11/30/2015
Fountain, Genesis	District Textbook Coordinator, Position #2300 Ed. Services 7.0 hrs./246 days	11/09/2015
Gonzales, Jesus M	Bus Driver, Position #1292 Transportation 8.0 hrs./183 days	11/16/2015
Gutierrez Perez, Juan C	District Translator, Position #7157 Special Ed. 8.0 hrs./246 days	11/05/2015
Guzman, Edith	Intermediate School Secretary (B), Position #7016 Lemonwood 8.0 hrs./192 days	10/26/2015
Herrera, Cindy	Child Nutrition Worker, Position #7292 McKinna 3.0 hrs./185 days	11/19/2015

Maldonado, Maria	NfL Family Liaison (B), Position #6405 NfL 6.0 hrs./180 days	10/26/2015
Mendoza, Alberto	Paraeducator I, Position #7263 Soria 5.0 hrs./183 days	10/29/2015
Mildenhall, Julia	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./190 days	11/05/2015
Navarro, Imelda	Preschool Assistant (B), Position #2577 Sierra Linda 3.0 hrs./183 days	10/27/2015
Ortega, Benjamin	Site Technology Technician, Position #2513 Rose Ave. 8.0 hrs./192 days	10/19/2015
Sanchez, Briana	Child Nutrition Worker, Position #2054 Itinerant 5.0 hrs./185 days	11/16/2015
Velasquez, Rosario	Child Nutrition Worker, Position #7277 Fremont 5.0 hrs./185 days	11/16/2015
Zamarripa, Juan	Custodian, Position #6673 Elm 4.0 hrs./246 days	11/09/2015
<u>New Hire Correction</u>		
Ferrer Munson, Rafael	District Translator, Position #7259 Special Ed. 8.0 hrs./246 days	10/26/2015
<u>Exempt</u>		
Ayala, Alicia	Campus Assistant	10/01/2015
Gonzalez, Andrea	AVID Tutor	10/28/2015
Luna, Ivan	AVID Tutor	10/02/2015
Montesinos, Melissa	Campus Assistant	11/04/2015
Shoemaker, Carolyn	Campus Assistant	11/05/2015
Tellez, Olivia	Campus Assistant	11/05/2015
Torres, Andres	Campus Assistant	10/20/2015
Vargas, Janessa	Campus Assistant	11/02/2015
<u>Limited Term</u>		
Balderrama, Deanna	Clerical	10/20/2015
Espinoza, Melissa	Clerical	10/08/2015
Cummings, Natalie	Paraeducator	11/02/2015
Laveaga, Brianda	Paraeducator	10/29/2015
Martinez, Gabriela	Paraeducator	11/09/2015
Ortiz, Jade	Paraeducator	11/04/2015
Paez, Laura	Paraeducator	10/26/2015
Quinn, Emily	Paraeducator	11/04/2015
Romero, Letty	Child Nutrition Worker	10/02/2015
<u>Reclassification</u>		
Hernandez, Esmeralda	Human Resources Technician (B), Position #2388 Personnel Commission 8.0 hrs./246 days Human Resources Assistant (B), Position #2388 Personnel Commission 8.0 hrs./246 days	09/17/2015

Promotion

Colmenares, Roberto	Paraeducator II, Position #7240 Pupil Services 5.75 hrs./183 days Instructional Assistant PH, Position #483 Special Education 5.5 hrs./183 days	11/04/2015

Increase in Hours

Escalante, Angela	Paraeducator I, Position #1104 Chavez 4.0 hrs./183 days Paraeducator I, Position #1104 Chavez 3.0 hrs./183 days	11/16/2015

Transfer

Benavides, Leticia	Preschool Assistant (B), Position #949 Rose Ave. 3.0 hrs./183 days Preschool Assistant (B), Position #1234 San Miguel 3.0 hrs./183 days	11/09/2015
Born, Cecilia	Preschool Assistant (B), Position #2894 Elm 3.0 hrs./183 days Preschool Assistant (B), Position #2660 Driffill 3.0 hrs./183 days	10/26/2015
Cabrera, Karina	Office Assistant II (B), Position #7266 Lemonwood 5.0 hrs./203 days Office Assistant II (B), Position #5424 Driffill 5.0 hrs./192 days	9/28/2015
De La Rosa, Leticia	Preschool Assistant (B), Position #2664 Rose Ave. 3.0 hrs./183 days Preschool Assistant (B), Position #2657 Ritchen 3.0 hrs./183 days	11/03/2015
Flores, Janet	Paraeducator I (B), Position #2243 Frank 5.5 hrs./183 days Paraeducator I (B), Position #7226 McKinna 5.0 hrs./183 days	11/08/2015
James, Rakena	Library Media Technician, Position #2526 Soria 8.0 hrs./192 days Library Media Technician, Position #1039 Marina West 5.0 hrs./190 days	11/23/2015
Magana, Beatris	Facilities Secretary (B), Position #5 Facilities 8.0 hrs./246 days Secretary (B), Position #1357 Special Education 8.0 hrs./246 days	11/09/2015
Ramirez, Rocio	Office Assistant (B), Position #1212 Fremont 6.0 hrs./203 days Office Assistant (B), Position #2909 NfL 4.0 hrs./203 days	11/16/2015

Released during Probation		
7486	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	10/23/2015
8502	Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	11/04/2015
Resignation		
Hurtado, Patricia	Credential Technician (B), Position #6777 Certificated HR 8.0 hrs./246 days	09/09/2015
Villalobos, Veronica	Paraeducator I, Position #7191 Rose Ave. 4.0 hrs./183 days	11/20/2015
Retirement		
Magallanes, Yolanda	Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days	08/30/2000- 12/17/2015

D.1 Mrs. Mary Curtis, Director, Curriculum, Instruction and Accountability presented the Single Plans for Student Achievement for Chavez School.

On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the Single Plans for Student Achievement for Cesar Chavez School.

APPROVAL OF SINGLE PLAN FOR STUDENT ACHIEVEMENT: CESAR CHAVEZ SCHOOL (Motion #15-65)

D.2 No nominations were considered.

CALL FOR NOMINATION FOR CSBA DELEGATE ASSEMBLY

D.3 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services, provided a brief summary of the 2015-2016 First Interim Report. On motion by Trustee O'Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees accepted the Oxnard School District 2015-2016 First Interim Report (Period Ending October 31, 2015).

OXNARD SCHOOL DISTRICT 2015-2016 FIRST INTERIM REPORT (PERIOD ENDING OCTOBER 31, 2015) (Motion #15-66)

D.4 Mr. Yuri Calderon with CFW, Inc. provided a brief summary on Change Order No. 2. Following discussion, on motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved Change Order No. 2 to Construction Services Agreement #14-21 with Bernards for the Harrington Elementary School Reconstruction Project. The additional scope and increase to the GMP is estimated to fall within overall budget for the project. Board approval increased the GMP by $82,165.00 to a total GMP of $18,455,989.00. The increase will be funded from a combination of Developer Fees, Capital Facility Fund balance and Measure "R" Bond Funds.

CONSIDERATION AND APPROVAL OF CHANGE ORDER NO. 2 TO CONSTRUCTION SERVICES AGREEMENT #14-21 WITH BERNARDS FOR THE HARRINGTON ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Motion #15-67)

D.5 On motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved Change Order #3 to Construction Services Agreement #14-21 with Bernards for the Harrington Elementary School Reconstruction Project, to upgrade carpet adhesive; in the amount of $5,634.00, to be paid with Measure "R" Bond Funds.

APPROVAL OF CHANGE ORDER NO. 3 TO AGREEMENT #14-21 WITH BERNARDS – HARRINGTON RECONSTRUCTION PROJECT (Motion #15-68)

D.6 On motion by Trustee Cordes, seconded by Trustee Morrison and carried on a roll call vote of 5-0; the Board of Trustees approved Amendment #002 to Agreement #12-240 for additional Architectural Services for the Harrington School Project; amount not to exceed $40,940.00, to be paid with Measure "R" Bond Funds proceeds, Developer Fees and/or School Facilities Program reimbursements.

CONSIDERATION AND APPROVAL OF AMENDMENT #002 TO AGREEMENT #12-240 WITH DOUGHERTY + DOUGHERTY ARCHITECTS TO PROVIDE ADDITIONAL ARCHITECTURAL SERVICES FOR THE HARRINGTON EARLY CHILDHOOD DEVELOPMENT CENTER
(Motion #15-69)

D.7 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 WAL #005 for preparation of an Environmental Impact Report and related consulting services per Master Agreement #13-132 with Tetra Tech, completed for a lump sum fixed fee of $178,370.00, to be funded by Measure "R" Bond Funds – coded to District's Account 6171 – Site Costs – Environmental.

CONSIDER APPROVAL OF WAL #005 FOR TETRA TECH TO PERFORM PROFESSIONAL SERVICES INCLUDING PREPARING OF AN ENVIRONMENTAL IMPACT REPORT FOR THE DORIS AND PATTERSON NEW ACADEMY SITE
(Motion #15-70)

D.8 Mr. Chris Ridge, Director of Pupil Services presented Resolution #15-22 to the Board of Trustees. Following discussion, on motion by Trustee Cordes, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees considered and approved Resolution #15-22 Amendment to Oxnard School District's Transitional Kindergarten/Kindergarten Enrollment Procedures for 2016-2017 school year.

CONSIDERATION AND APPROVAL OF RESOLUTION #15-22 AMENDMENT TO OSD's TRANSITIONAL KINDERGARTEN/ KINDERGARTEN ENROLLMENT PROCEDURES FOR THE 2016-2017 SCHOOL YEAR
(Motion #15-71)

F.1 The Board of Trustees reviewed the following revised Board Policies, Regulations and Bylaws, as presented for a first reading:

FIRST READING OF BOARD POLICIES, REGULATIONS AND BYLAWS

Revision of AR 5148.2	Students BEFORE/AFTER SCHOOL PROGRAMS	Freeman/ Thomas

Dr. Cesar Morales:

SUPERINTENDENT ANNOUNCEMENTS

- Congratulated the Fremont WEB Students, Staff, PTA, Administrators, Special Education Department, District Office and VCOE for hosting an Ability Awareness Fair, December 8-10, 2015. The event provided all 6th graders a chance to experience the challenges of children with special needs.

- Reported Ms. Freeman was not at the meeting tonight because she joined Ms. Anne Jenks, Principal at McKinna School and Ms. Leticia Batista, Teacher at McKinna School at Apple Headquarters, in Cupertino, California to participate in an exclusive project due to McKinna School being selected as an Apple Distinguished School and Program for 2015-2017.
- Reported over the winter break Oxnard School District students read a total of 122,476 books finished throughout the district, totaling 17,657 hours and 33 minutes with the myOn Reading Literacy Program.
- Requested Board Members to calendar the New Harrington School Community Opening for Saturday, January 16, 2016 at 11:00 a.m. until 1:00 p.m.
- Also reported that on Thursday, January 21, 2016, Harrington students and staff would be celebrating the opening of their New Harrington School at 10:00 a.m.
- Thanked the Mayor and City Council Members for supporting the Oxnard School District by rejecting the request from Walmart for a liquor license.
- Reported he would be participating in the Santa To The Sea half marathon on Sunday with Team OSD PTA Roadrunners.

Mr. Albert "Al" Duff Sr.: TRUSTEE ANNOUNCEMENTS

- Reported he visited Curren School and Principal Castillo provided a tour of the school. He particularly wanted to see the P2P building which was about 5 or 6 years old and is still in very good shape. He also visited Kamala School which is also in very good shape.
- Reported he attended the CSBA Conference in San Diego and there were over 1,000 California school districts in attendance. He stated the conference was enlightening and interesting.

Mr. Denis O'Leary:

- Reported the CSBA conference was very good.
- Congratulated the community on the decision of the City Council regarding the rejection of a liquor license to Walmart in South Oxnard.
- Future Board Items: open discussion and vote on academic improvement ideas, discuss the final stages including the budget of Measure R – $90 million plus matching funds, vote on PLA for Lemonwood project, discuss a partnership in the Plazas Comunitarias Program with the Mexican government to assist adults in the community, and rotate the board presidency and clerk.

Mr. Ernest Morrison:

- Reported he also attended the CSBA Conference, attended many great workshops and reported there were excellent speakers. Suggested Board Members report on the workshops they attended to share the information during future board meetings.
- Stated he looked forward to seeing the staff and Board Members participating in the Santa To The Sea which is a big community event.
- Wished everyone a Happy Holiday.

Mrs. Debra M. Cordes:

- Reported she also attended the CSBA Conference in San Diego and felt there were more interesting sessions that were offered.
- Congratulated all that participated in the Oxnard Christmas Parade last week.
- Congratulated the Oxnard College Men's Soccer Team as State Champions.
- Wished the participants of the Santa To The Sea well.
- Thanked the Board Members for voting her in as Board Clerk.

Mrs. Veronica Robles-Solis:

- Thanked Trustee Duff for his services and Board Clerk for the past year.
- Reported she visited Harrington School year and looking forward to next week when it belongs to the district.
- Congratulated Dr. Morales for his commitment to participating in the Santa To The Sea Marathon. Thanked Elizabeth Favila, District PTA President and Teacher at Rose Avenue School who spearhead the fund raiser, donations and participation of many school and community members.

President Robles-Solis stated she would like to conclude each board meeting reading the District's Vision and Mission Statements. Dr. Morales read the English version and President Robles-Solis in Spanish.

District's Vision and Mission Statements

There being no further business, on motion by Trustee Cordes, seconded by Trustee Morrison, President Robles-Solis adjourned the meeting at 8:54 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 December 9, 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

Special Board Meeting
December 16, 2015

The meeting was called to order at 5:10 p.m. by President Veronica Robles-Solis. CALL TO ORDER

Trustee Ernest Morrison led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were Trustees Albert Duff Sr., Debra M. Cordes, Ernest Morrison and President Veronica Robles-Solis. Trustee Denis O'Leary was absent due to a previous commitment. Also present was Superintendent Dr. Cesar Morales and Assistant Superintendent Lisa Cline. Also in attendance were representatives from CFW, Inc. and Al Erkel and Nitasha Sawhney with GHSB, LLP. ROLL CALL

On motion of Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-0; the agenda was adopted, as presented. ADOPTION OF AGENDA

No one addressed the Board during public comment. PUBLIC COMMENT

The Board, Administration and representatives of Caldwell Flores Winters, Inc. participated in a workshop designed to evaluate the Master Construct Facilities Implementation Program which included review of facility needs, priorities and overall objectives for the Board of Trustees and Administration. BOARD MASTER CONSTRUCT FACILITIES PLANNING SESSION

There being no further business, on motion by Trustee Cordes seconded by Trustee Duff, President Robles-Solis adjourned the meeting at 7:22 p.m. ADJOURNMENT

Respectfully submitted,

Dr. Cesar Morales
District Superintendent and
Secretary to the Board of Trustees

By our signatures below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of December 16, 2015; on motion of Trustee _____, and 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

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 2/17/16

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 Amendment #1 to Agreement #15-49 - California Department of Education – Child Development Division Contract #CSPP-5617 (Freeman/Thomas)

Oxnard School District entered into Agreement #15-49/CDE Contract #CSPP-5617 with the California Department of Education (CDE) to operate State Preschool programs.

CDE issued Amendment #1 amending the Maximum Reimbursable Amount by $89,259.00 for a total contract amount of $1,274,926.00.

FISCAL IMPACT

Additional funding amount of $89,259.00 to the Oxnard School District for a total contract amount of $1,274,926.00 to operate State Preschool Programs

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Amendment #1 to Agreement #15-49 and Contract #CSPP-5617 with California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Amendment #1, California Department of Education-Child Development Division (1 Page)
Agreement #15-49, California Department of Education-Child Development Division (6 Pages)

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 15 - 16

Amendment 01

DATE: July 01, 2015

CONTRACT NUMBER: CSPP-5617
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 56-7253-00-5

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Budget Act/Rate Increase

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2015 designated as number CSPP-5617 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $1,185,667.00 and inserting $1,274,926.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to $36.10 and inserting $38.53 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 32,844.0 and inserting 33,089.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING *Lisa Franz, Director of Purchasing*
TITLE Contracts, Purchasing and Conference Services	ADDRESS *1051 South A Street, Oxnard CA 93030*

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 89,259	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 1,185,667	(OPTIONAL USE) 0656 23038-7253				
	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016	
TOTAL AMOUNT ENCUMBERED TO DATE $ 1,274,926	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

OSD AGREEMENT #15-49

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 15 - 16

DATE: July 01, 2015

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CSPP-5617
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 56-7253-00-5

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2015 through June 30, 2016. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $36.10 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $1,185,667.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	32,844.0
Minimum Days of Operation (MDO) Requirement	180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at http://www.cde.ca.gov/fg/aa/cd/ftc2015.asp.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE) Sueshil Chandra	BY (AUTHORIZED SIGNATURE) Lisa A Franz, Director of Purchasing
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE Contracts, Purchasing and Conference Services	ADDRESS 1051 South A Street, Oxnard, CA 93030

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 1,185,667	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $ 0	(OPTIONAL USE) 0656 23038-7253				
TOTAL AMOUNT ENCUMBERED TO DATE $ 1,185,667	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above			T.B.A. NO	B.R. NO	
SIGNATURE OF ACCOUNTING OFFICER			Date SEP - 9 2015		

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
Oxnard School District	95-6002318
By (Authorized Signature) Lisa A. Franz	
Printed Name and Title of Person Signing Lisa A. Franz, Director of Purchasing	
Date Executed August 5, 2015	*Executed in the County of* Ventura

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city; district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

RESOLUTION #15-08

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2015–16.**

RESOLUTION

BE IT RESOLVED that the Governing Board of Oxnard School District

authorizes entering into local agreement number CSPP - 5617 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
Lisa A. Franz	Director of Purchasing	Lisa A. Franz

PASSED AND ADOPTED THIS 5th day of August 2015, by the Governing Board of Oxnard School District of Ventura County, in the State of California.

I, Albert Duff Sr., Clerk of the Governing Board of Oxnard School District, of Ventura, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Albert Duff Sr. (Clerk's signature)

8/5/15 (Date)

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 2/17/16

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 Amendment #1 to Agreement #15-77 – Mad Science of Los Angeles (Freeman/Thomas)

At the Board meeting of August 26, 2015, the Board of Trustees approved Agreement #15-77 with Mad Science to provide Enrichment Activities, for the period of 9/1/2015 through 6/30/2016 in the amount of $30,000.00.

Amendment #1 is hereby presented for the Board's consideration and approval in the amount of $45,000.00 to cover an increase in enrichment activities at schools in the Oxnard School District, bringing the total contract amount to $75,000.00. The increase will support the K-8 schools receiving extra enrichment classes for the remainder of the agreement term.

FISCAL IMPACT:

$45,000.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #15-77 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Mad Science of Los Angeles (1 Page)
Agreement #15-77, Mad Science of Los Angeles (3 Pages)

AMENDMENT #1 TO AGREEMENT #15-77
WITH Mad Science

At the Board meeting of August 26, 2015, the Board of Trustees approved Agreement #15-77 with Mad Science to provide Enrichment Activities, for the period of 9/1/2015 through 6/30/2016 in the amount of $30,000.00.

Amendment #1 is hereby presented for the Board's consideration and approval in the amount of $45,000.00 to cover an increase in enrichment activities at schools in the Oxnard School District, bringing the total contract amount to $75,000.00. The increase will support the K-8 schools receiving extra enrichment classes for the remainder of the agreement term.

MAD SCIENCE OF LOS ANGELES:	**OXNARD SCHOOL DISTRICT:**
_____	_____
Signature	***Signature***
Lisa Balmain-Nadasdy, Sales Representative	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	***Date***

AGREEMENT #15-77 BETWEEN
MAD SCIENCE AND OXNARD SCHOOL DISTRICT

The scope of this document is to define the roles and responsibilities of Mad Science (Consultant) in providing workshops/classes and activities for the Schools in Oxnard School District (OSD).

This serves as a Memorandum of Understanding and Responsibility Agreement that Mad Science and **Oxnard School District** will work together toward promoting and providing age appropriate science activities for the students enrolled in OSD. Both the Consultant and OSD, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Mad Science agrees to:**
   a. Provide Science lessons from their "Shoot for the Stars", "Bricks", "ASP" and other curriculums.
   b. Provide pre and post presentation activities to be completed by participating students.
   c. Certify that presenters have been fingerprinted and TB tested.
   d. Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.

2. **Oxnard School District agrees to:**
   i. Provide a minimum of 45 workshops/classes with a total minimum cost of $16,700.
   ii. Compensate Mad Science for additional workshops/classes for 20-25 students at a rate of $370 per workshop or $345 with the early payment discount.
   iii. Total compensation not to exceed $30,000.00 without prior written approval.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented September 1, 2015 to June 30, 2016.

Mad Science of Los Angeles:

Lisa Balmain Nadasdy
Signature

Lisa Balmain-Nadasdy, Sales Representative
Typed Name/Title

8/5/15
Date

Oxnard School District:

Lisa A. Franz
Signature

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

8-27-15
Date

CERTIFICATE OF LIABILITY INSURANCE

4/24/2015

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
Hylant Group Inc - Toledo
811 Madison Ave
Toledo OH 43604

CONTACT NAME:
PHONE (A/C, No, Ext): 419-255-1020 **FAX (A/C, No):** 419-255-7557
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Ins Co	18058
INSURER B : Hartford Accident and Indemnity Com	22357
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED M&JKI-1
M&J Kids Scientific Inc dba
Mad Science of Los Angeles
15815 Monte St, Ste 101
Sylmar CA 91342

COVERAGES **CERTIFICATE NUMBER:** 1297143629 **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**	Y		PHPK1317678	7/1/2015	7/1/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT X LOC						A&M	$1,000,000
A	**AUTOMOBILE LIABILITY**			PHPK1317678	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N	N/A		45WECBW5158	11/1/2014	11/1/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Oxnard School District is and Additional Insured per form CG2026.

CERTIFICATE HOLDER
Oxnard School District
1051 S. A Street
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: PHPK1317678

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Oxnard School District 1051 S. A Street Oxnard CA 93030
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman **Date of Meeting:** 2/17/16

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 Amendment #1 to Agreement #15-78 – Art Trek Inc. (Freeman/Thomas)

At the Board meeting of August 26, 2015, the Board of Trustees approved Agreement #15-78 with Art Trek Inc. to provide Enrichment Activities, for the period of 9/1/2015 through 6/30/2016 in the amount of $20,000.00.

Amendment #1 is hereby presented for the Board's consideration and approval in the amount of $18,000.00 to cover an increase in enrichment activities at schools in Oxnard School District, bringing the total contract amount to $38,000.00. The increase will support the K-8 schools receiving extra enrichment classes for the remainder of the agreement term.

FISCAL IMPACT:

$18,000.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #15-78 with Art Trek Inc.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Art Trek Inc. (1 Page)
Agreement #15-78, Art Trek Inc. (1 Page)

AMENDMENT #1 TO AGREEMENT #15-78
WITH ART TREK INC.

At the Board meeting of August 26, 2015, the Board of Trustees approved Agreement #15-78 with Art Trek Inc. to provide Enrichment Activities, for the period of 9/1/2015 through 6/30/2016 in the amount of $20,000.00.

Amendment #1 is hereby presented for the Board's consideration and approval in the amount of $18,000.00 to cover an increase in enrichment activities at schools in Oxnard School District, bringing the total contract amount to $38,000.00. The increase will support the K-8 schools receiving extra enrichment classes for the remainder of the agreement term.

ART TREK INC.:	**OXNARD SCHOOL DISTRICT:**
_____	_____
Signature	***Signature***
Nan Young, Director	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	***Date***

OSD AGREEMENT #15-78

ART TREK, INC.

A 501 (C) (3) non-profit organization
2015-2016 Oxnard School District

This Agreement for Instructional Services, effective between Oxnard School District, with its address at 1051 South A Street Oxnard, CA 93030 and Art Trek, Inc., with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Oxnard School District finds that **ART TREK** is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES: Art Trek shall provide the following services to your school:

Provide teachers for after school enrichment classes for students (up to 25 students per class) at schools in the Oxnard School District for the 2015-2016 school year. The number of teachers to be determined by the number of registered students each day.

Oxnard shall be charged for 1.5 hours of instruction per class taught per school which includes set up, instruction and clean up.

Art Trek is contracted for a minimum 40 classes totaling $10,000 with any additional classes above that number being charged at a rate of $250.00 per class.

In addition, the cost includes all lesson prep, materials, administrative fees, on-site visits, oversight of program and a visual and written report at the conclusion of the contract prior to the close of school.

CLASSES SHALL BE INVOICED AT $250 PER CLASS which includes all of the above services. Total compensation not to exceed $20,000.00 without prior written approval.

INVOICING:

Invoicing shall be once a month after the completion of the last class for that month.

These are the terms of agreement between Art Trek and the Oxnard School District from September 1, 2015 through June 30, 2016.

If this Agreement meets with your approval, please sign, date, and return so we can proceed.

ART TREK INC.:		**OXNARD SCHOOL DISTRICT:**	
8/31/2015		Lisa A. Franz 8-27-15	
Nan Young- Director	Date	Lisa A. Franz, Director, Purchasing	Date

©2015 ART TREK, INC. 703 Rancho Conejo Blvd., Newbury Park, CA 91320
Phone and Fax (805) 499-1700 www.arttrek.org

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman **Date of Meeting:** 2/17/16

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/MOU #15-183 – Boys & Girls Clubs of Greater Oxnard and Port Hueneme (Freeman/Ridge)

Boys and Girls Clubs of Greater Oxnard and Port Hueneme (BGCOP) will present and share information about their programs and services at school sites to educate parents on services provided and how to obtain them. Boys and Girls Clubs of Greater Oxnard and Port Hueneme will help parents enroll for the programs provided. Informational bilingual literature will also be provided to parents regarding programs and services offered.

Term of Agreement: February 18, 2016 through February 28, 2017

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #15-183 between Oxnard School District and the Boys and Girls Clubs of Greater Oxnard and Port Hueneme.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #15-183, Boys & Girls Clubs of Greater Oxnard and Port Hueneme (2 Pages)

MEMORANDUM OF UNDERSTANDING #15-183

Boys and Girls Clubs of Greater Oxnard and Port Hueneme
and
OXNARD SCHOOL DISTRICT

This Memorandum of understanding is entered between Boys and Girls Clubs of Greater Oxnard and Port Hueneme (BGCOP) and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. Boys and Girls Clubs of Greater Oxnard and Port Hueneme (BGCOP) will present and share information about their programs and services at school sites to educate parents on services provided by BGCOP and how to obtain them. BGCOP will help parents enroll for the programs provided. Informational bilingual literature will be provided to parents regarding programs and services offered at BGCOP.

TERM: February 18, 2016 through June 30, 2017

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by BGCOP.

<u>Boys and Girls Clubs WILL PROVIDE THE FOLLOWING SERVICES AT THE SCHOOL:</u>

- BGCOP staff will work with Outreach Specialists and counselors to provide information on programs and events.

- BGCOP will provide catalogs and flyers twice a year to provide information to students and parents regarding their programs and services. The flyers and catalogs will be approved through the Superintendent's office for distribution.

- BGCOP will collaborate with outreach specialists and counselors to provide information to parents through parent meetings and PTA meetings.

- BGCOP will respect and work in conjunction with the school sites and District policies and procedures.

- BGCOP staff and the Director of Program Services will maintain ongoing communication with relevant school personnel as needed.

- BGCOP will accept all referrals for Sight for Students from school personal who deem students eligible for the program. All OSD students who are deemed eligible will be referred to BGCOP director of operations.

- BGCOP will provide documentation of liability insurance with the Oxnard School District listed as additional Insured.

Oxnard school district agrees to the following:

- OSD will serve as lead administrative agency to all schools.
- OSD will notify the BGCOP of outreach opportunities.
- OSD will notify families of available services through existing district information network.
- A contact person such as the Principal, Assistant Principal, Counselor, or Outreach Specialist (under the supervision of site administrator) to whom the staff will be responsible; the first point of contact should always be the principal of the school.

INSURANCE AND HEALTH

- BGCOP accepts liability for any and all costs actually incurred in paying any claims for worker's compensation injury or illness for any staff covered by this agreement. BGCOP staff worker's compensation claims will file such claims directly with BGCOP and its insurance carrier.

TERMINATION: This agreement may be terminated by either party without cause upon 30 days written notice.

Boys and Girls Clubs of Greater Oxnard and Port Hueneme:	**Oxnard School District:**
_____	_____
Signature	***Signature***
Erin Antrim, Chief Executive Officer	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	***Date***

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman **Date of Meeting:** 2/17/16

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 #15-184 – STAR of CA Inc. (Freeman/Ridge)

STAR of CA Inc. will provide classroom support as consultants and 1 to 1 behavioral therapists for identified students. They will implement behavioral support strategies to support individual students, resolve behavioral challenges, and support the teacher and classroom staff with implementation of classroom wide and student specific behavioral support strategies; collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

Term of Agreement: February 18, 2016 through June 30, 2016

FISCAL IMPACT:

Not to exceed $120,000.00 – **50% MAA Funds** – **50% Special Ed Funds**

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-184 between Oxnard School District and STAR of CA Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-184, STAR of CA Inc. (4 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

AGREEMENT #15-184 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this **17th** day of **February 2016**, by and between the OXNARD SCHOOL DISTRICT, located at 1051 South A St, Oxnard, CA 93030, hereinafter referred to as "District" and **STAR of CA Inc., a Professional Psychological Corporation (DBA STAR of CA, and ERA ED)** located at **4880 Market St, Ventura CA 93003**, hereinafter referred to as "Provider/Consultant".

W I T N E S S E T H:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with a professionally trained Consultant to **provide classroom support as consultants and 1 to 1 behavioral therapist for identified students. They will implement behavioral support strategies to support individual students, resolve behavioral challenges, and support the teacher and classroom staff with implementation of classroom wide and student specific behavioral support strategies; collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.**

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. TERM OF AGREEMENT: The term of this Agreement shall be for the period commencing **February 17, 2016** and terminating **June 30, 2016.**

2. SERVICES: As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: **provide classroom support as consultants and 1 to 1 behavioral therapist for identified students. They will implement behavioral support strategies to support individual students, resolve behavioral challenges, and support the teacher and classroom staff with implementation of classroom wide and student specific behavioral support strategies; collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.**

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Chris Ridge, Director of Pupil Services
(Name/Title)

LOCATION: Provider shall provide the contracted services at the following location:
Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of $120,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of $51.52 per hour for 1 to 1 behavioral support to

students, ***and***, $101.02 per hour for behavioral consultation and supervision services. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and Federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars ($1,000,000) or as solely determined by the District by and through the Superintendent or designee.**B. WORKERS' COMPENSATION INSURANCE:** The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the

State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be

deemed “goods” within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below**.**

STAR OF CA INC.:	**OXNARD SCHOOL DISTRICT:**
_____	_____
Signature	***Signature***
_____	Lisa A. Franz, Director, Purchasing
Typed Name/Title	***Typed Name/Title***
_____	_____
Date	**Date**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/12/2016

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
Jones & Maulding Insurance
P.O. Box 1312
Oxnard CA 93032

CONTACT NAME:
PHONE (A/C, No, Ext): (805) 486-4701 FAX (A/C, No): (805) 486-2087
E-MAIL ADDRESS: ellen@jandminsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	
INSURER B : ICW Group Insurance Companies	
INSURER C : Arch Specialty Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
STAR of California, Inc.
4880 Market Street
Ventura CA 93003

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PHPK1349510	06/07/2015	06/07/2016	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			PHPK1349510	06/07/2015	06/07/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WPL-5027187-01	07/31/2015	07/31/2016	X 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
C	Sexual/Physical Abuse or Molestation			FLP0057397-01	09/01/2015	09/01/2016	$3,000,000 $6,000,000	Occurence Aggregate

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

CERTIFICATE HOLDER

Oxnard School District
Pupil Services
1051 South A Street
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Ellen Wenger

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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline **Date of Meeting**: 2/17/16

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 #15-186, Nolte Associates Inc. (Cline/Cross)

Nolte Associates Inc. will provide DSA Inspection Services in support of the Curren P2P Project closeout.

FISCAL IMPACT

$4,250.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Facilities Director, that the Board of Trustees approve Agreement #15-186 with Nolte Associates Inc. in the amount not to exceed $4,250.00.

ADDITIONAL MATERIALS:

Attached: Agreement #15-186, Nolte Associates Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #15-186

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 17th day of February, 2016 by and between the Oxnard School District ("District") and Nolte Associates 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:

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from **February 18, 2016 through August 17, 2016** (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 Four Thousand Two Hundred Fifty Dollars ($4,250.00), unless additional compensation is approved in writing by the District.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

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

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

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

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

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

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

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

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

a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

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

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

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [**X**] does not qualify as a "designated employee".

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.

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

21. **Indemnification**.

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

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

b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Phone: (805) 385.1501 x2401
Fax: (805) 487.2118

To Consultant: Nolte Associates Inc.
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. LISA CLINE** 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:	**NOLTE ASSOCIATES 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 **#15-186**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-186

SERVICES

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

PER ATTACHED PROPOSAL NO. 2015.06.0182, DATED 9/9/15 (*Revised 1/28/16)*

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

PER ATTACHED PROPOSAL NO. 2015.06.0182, DATED 9/9/15 (*Revised 1/28/16)*

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 **#15-186**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-186

COMPENSATION

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

Total Compensation Not to Exceed $4,250.00

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 $4,250.00 as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project **#15-186**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-186

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, Nurses, Therapists~~	~~$1,000,000~~
~~Architects~~	~~$1,000,000 or $2,000,000~~
~~Physicians and Medical Corporations~~	~~$5,000,000~~

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

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

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 **#15-186**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-186

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **NOLTE ASSOCIATES INC.**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

NV5
BEYOND ENGINEERING

September 9, 2015 *(Revised January 28, 2016)*

Proposal No: 2015.06.0182

Oxnard School District
Operations Service Center
1055 South C Street
Oxnard, CA 93030-7492

DSA: 03-107119
File No.: 56-22

ATTENTION: Larry Cross

SUBJECT: **Proposal for Class 1 Project Inspector to Assist with the Close Out of Curren Elementary School P2P Project**

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	Rate	Units	Total
DSA Project Inspector (Class 1) - periodic inspection - Project Inspector will work with the District's team to assist with DSA Close Out of the 3 Deficiencies noted on the Field Trip Notes by Engineer Andy Widjaja on 11/17/2009.	$ 85.00 hr	50	$ 4,250.00
	TOTAL:		**$ 4,250.00**

Notes:

1 Travel time and mileage will be waived to project job site for Project Inspector.
2 Any testing that may be required will be done under a separate Purchase Order.
3 This is an estimate based on information provided by the Owner's representative.

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

NOLTE - Vertical Five
1868 Palma Drive, Suite D, Ventura, CA 93003
Phone: (805) 656-6074 Fax (805) 650-6264

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www.NV5.com
Offices Nationwide

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca **Date of Meeting:** 2/17/16

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 #15-187 - Action Preparedness Training (Vaca)

Glenda C. Mahon of Action Preparedness Training will provide training to coaches in the Oxnard School District on how to properly perform and administer CPR/First Aid to students involved in athletic activities. Training will be held at Soria School on February 20, 2016.

FISCAL IMPACT:

The cost is $50 per person, total amount not to exceed $750.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #15-187 with Action Preparedness Training.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-187, Action Preparedness Training (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #15-187

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 17th day of February, 2016 by and between the Oxnard School District ("District") and Action Preparedness Training ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from **February 18, 2016** through **February 29, 2016** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment**. Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Seven Hundred Fifty Dollars ($750.00), 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: Dr. Jesus Vaca
Phone: (805) 385.1501 x2051
Fax: (805) 486.3408

To Consultant: Action Preparedness Training
951 Woodland Avenue
Ojai, CA 93023-4156
Attention: Glenda C. Mahon
Phone: (805) 340.6333
Fax: (805) 649.5789

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

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

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

26. **Administration**. **DR. JESUS VACA** 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:	**ACTION PREPAREDNESS TRAINING:**
_____	_____
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 #**15-187**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-187

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

STATUS REPORT FOR ACTIVITY:	**DUE DATE**
A.	
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 #**15-187**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-187

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED $750.00 ($50.00 per participant – Maximum of 15)

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 $750.00, as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project #**15-187**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-187

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

Accountants, Attorneys, Education Consultants, Nurses, Therapists	$1,000,000
Architects	$1,000,000 or $2,000,000
Physicians and Medical Corporations	$5,000,000

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

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

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 #**15-187**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-187

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement, [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

ACTION PREPAREDNESS TRAINING

951 WOODLAND AVE, OJAI CA 93023
(805) 340-6333

Proposal for Service with the Oxnard School District for Coaches

Scope of Service(s)

1) Instruction will be provided by a cadre of experienced instructors with decades of EMS experience
2) Students will receive instruction to meet or exceed AHA, EMS Safety Services, OSHA and California EMSA Standards.
3) Upon completion, each student will receive a CPR/AED/First Aid certification card(s) that is valid for 2 years.

Benefits

Upon completion of the course, the coaches will be appropriately trained to respond to medical emergencies in the classroom or field environment. The certifications provided will be valid for a 2-year period from the date of the class.

Cost: $50 per person includes all materials and professional fees
Please feel free to contact me with any further questions or concerns at the number listed below. I look forward to meeting your staff and fulfilling your educational needs!

Sincerely,

Glenda Mahon –Owner
(805) 340-6333

Class to be held on February 20th, 2016 at Soria School in Oxnard.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline **Date of Meeting**: 2/17/16

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 _____

Ratification of Agreement #15-185, EUR Consulting & Development Inc. (Cline)

EUR Consulting & Development Inc. will provide Project Management & Support Services to oversee work to be done by DR Horton on the Seabridge Property as per a court mandated mediation settlement.

FISCAL IMPACT

Not to exceed the "Hourly Rates" as stated in the attached Proposal dated 1/15/16 - Measure R

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #15-185 with EUR Consulting & Development Inc. in the amount not to exceed the "Hourly Rates" as stated in the attached Proposal dated 1/15/16.

ADDITIONAL MATERIALS:

Attached: Agreement #15-185, EUR Consulting & Development Inc. (13 Pages)
Proposal (6 Pages)

OXNARD SCHOOL DISTRICT

Agreement #15-185

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 17th day of February, 2016 by and between the Oxnard School District ("District") and EUR Consulting & Development 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:

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

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from **February 1, 2016 through January 31, 2017** (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 the hourly rates listed in the Proposal dated 1/15/16, 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 A Street
Oxnard, California, 93030
Attention: Lisa Cline
Phone: (805) 385.1514 x2401
Fax: (805) 487.2118

To Consultant: EUR Consulting & Development Inc.
3418 West 226th Street
Torrance, CA 90505
Attention: Eloy U. Retamal
Phone: (310) 326.7025
Fax: ( )

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. LISA CLINE** 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:	**EUR CONSULTING & DEVELOPMENT 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 **#15-185**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #15-185

SERVICES

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

PER ATTACHED PROPOSAL DATED 1/15/16

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

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 **#15-185**

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #15-185

COMPENSATION

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

Total Compensation Not to Exceed the hourly rates listed in the Proposal dated 1/15/16

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 the hourly rates per Proposal dated 1/15/1 as provided in Section 4 of this Agreement.

☐ Not Project Related

☑ Project **#15-185**

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #15-185

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, Nurses, Therapists~~	~~$1,000,000~~
~~Architects~~	~~$1,000,000 or $2,000,000~~
~~Physicians and Medical Corporations~~	~~$5,000,000~~

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

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

☐ Not Project Related

☑ Project **#15-185**

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 **#15-185**

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #15-185

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 [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **EUR CONSULTING & DEVELOPMENT INC.**, who will provide Services under the Agreement, [___] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

EUR Consulting & Development, Inc.
Structural Engineering / Program/Project/Construction Management

☐ California
☐ Colombia
☐ Chile

January 15th, 2016 VIA EMAIL

Ms. Lisa Cline
Assistant Superintendent, Chief Business Official
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Subject: Proposal for Project Management Support Services

Reference: Oxnard School District – Seabridge Site
Site Soil/Compaction Certification to Meet DSA/OSD Requirements.

Dear Ms. Cline:

EUR Consulting & Development, Inc. (EUR) is pleased to present this time and material proposal for Project Management Support Services in reference to the Oxnard School District's (District) on-going efforts to settle outstanding D.R. Horton (DRH) obligations in reference to the District's procurement and development of the future Seabridge school site.

Background

In February 2014, EUR was retained to develop an opinion of probable cost that was submitted to D.R. Horton for payment / reimbursement to the District to settle all outstanding contractual obligations. This effort was focused on determining a specific and detailed scope of work of these obligations. Extended site and document research was initiated with multiple sub-tasks (structural, costs estimating, etc.) to establish a complete, quantifiable scope of work and associated costs to resolve the remaining (and defined future) obligations.

3418 West 226th Street. • Torrance, CA 90505
Phone: 310-326-7025
Info@eurconsulting.com

One of the remaining recommended obligations identified in the "Seabridge settlement demand recommendation letter" is:

Item #20: SITE SOIL / COMPACTION CERTIFIED TO MEET DSA / OSD REQUIREMENTS. The cost to over excavate the site to within 1 ft. of sea level, and re-compact and certify the site as required.

This Item stated the following:

> Based on our review of the available documentation, it is our opinion that DRH did not meet this obligation as it did not provide proof of site certification, as required, to meet DSA / OSD requirements. CHJ Consultants, a geotechnical engineering firm retained by legal counsel to assess the soils compliance requirement, provided the technical determination for means and methods of satisfying this obligation. Based on this information, EUR calculated the affected volume of soil required to be over excavated, re-compacted and certified with reasonable site boundary limits to meet the assumed total scope / requirements defined. EUR has estimated out these volumes of soil in multiple phases (shown on attachments) with an assumption that some of the site, under the joint use agreement, may be waived, may be under the City's track, or may not be clearly within the agreement assumed total site development boundaries.
>
> **TOTAL COST ITEM #20= $1,960,643.00: Reference documents included:** Attachment C & Exhibit #5. Within the Attachments C and Exhibit #5 are cost calculations, documentation, spreadsheets, graphics, etc., to provide comprehensive and conclusive information to support the Oxnard School District's demand outstanding obligations from D.R. Horton (DRH).

On January 12th, 2016 representatives of both the District and DRH met with a mediator to try to resolve the outstanding obligations and agreed to allow the representatives (for the District & DRH) to engage and work together with the purpose of securing the Site Soil/Compaction Certification to meet DSA/OSD requirements (Item #20).

Scope of Services

The scope-of-services for this assignment will be time and material to provide project management support at the request of the District. The nature of EUR's scope-of-

services may include, but is not limited to; project management, development of site documents, development of opinions of probable costs, coordination and negotiation meetings with various agencies including, but not limited to: DSA, DRH and other State or Local agencies and their assigned representative engineers and agents, and verification in the form of professional reports and recommendations and final certifications.

EUR shall respond in a timely manner as requested and shall assign necessary resources to provide prompt and professional attendance to the requested work.

Compensation

Hourly fees will be invoiced in accordance with the attached Fee Schedule. These services will be billed on a time and material cost based on hourly rates as outlined below.

Personnel

For this Assignment, EUR proposes to provide a team under the direction of Eloy U. Retamal, S.E, as Principal-in-Charge and as your direct point of contact. EUR reserves the right to assign other professionals as may be necessary such as Cost Estimators, Schedulers, Field Engineers, supporting professional sub-consultants as may be needed, and Administrative Support, necessary to provide the proposed services. This may include the previously assigned soils consultant, CHJ Consultants.

Reimbursable Costs

In addition, we will be reimbursed for expenditures made by us or our consultants specifically for the project, including, but not limited to: transportation, including air travel; lodging and subsistence; document reproduction; computer plotting; photography; long distance communications; shipping, postage, messenger or courier service charges; any sales, usage, occupation, service or similar taxes; purchase of maps and similar documents; supplies and materials; other similar expenses; and as authorized by you, any professional photography, renderings and scale models, special engineering studies and reports, mock-ups or samples performed by outside vendors.

Commencement of Work

The proposed services will commence immediately upon acceptance of this proposal. The services shall continue as needed, and until instructed otherwise, on a Time and Material basis unless requested to provide a fixed fee for a defined scope.

Should the scope of work or schedule change we will provide additional services as agreed to in writing by both parties.

Payment

We shall submit invoices on a monthly basis for fees and reimbursable expenses due us for our services performed under this agreement. Payments shall be in US currency and made within sixty (60) days of the invoice date. In addition, we shall be entitled to suspend work until payment in full, including interest, is received. In the event that the suspension remains in effect longer than sixty (60) days, we may elect to terminate this agreement and shall be entitled to payment for all services performed prior to the date of termination plus all expenses incurred as a result of the termination.

Termination

This agreement may be terminated by either party upon written notice. In the event of termination, EUR shall be compensated for all services performed up to the date of termination including all reimbursable costs.

It is our sincere hope that this Proposal for Project Management Support Services meets your approval. We will commence immediately on your direction and behalf with your signature authorization below, indicating acceptance of these terms. If you have any questions regarding this submittal, please contact me at eretamal@eurconsulting.com or by cell phone at 818.535.9577.

Very Truly Yours,

Eloy U. Retamal, S.E.
President
EUR Consulting & Development, Inc.

AGREED TO AND ACKNOWLEDGED BY:

_____ _____

Name:
Title: _____ *Effective Date*

Cc: Al Erkel-GHSB--aerkel@ghslaw.com
F. Lopez-EUR
Project File

Fee Schedule

Classification	Hourly Rate
Principal	$230.00
Senior Management (Director)	$195.00
Senior Estimator	$150.00
Scheduler	$130.00
Staff Engineer	$100.00
MIS, Graphics	$85.00
Administrative Assistant	$65.00

Reimbursable Costs

Reimbursable costs will include those expenditures made by us or our consultants specifically for the project, including, but not limited to: transportation, including air travel; lodging and subsistence; document reproduction; computer plotting; photography; long distance communications; shipping, postage, messenger or courier service charges; any sales, usage, occupation, service or similar taxes; purchase of maps and similar documents; supplies and materials; other similar expenses; and as authorized by you, any professional photography, renderings and scale models, special engineering studies and reports, mock-ups or samples performed by outside vendors.

Qualifications and Exclusions:

No work beyond the scope of this agreement will be done without prior written approval from the Oxnard School District or its attorneys (GHSB, LLC). EUR will be available to provide additional Construction Management / Development services that are beyond this proposal as directed and approved by the District or the District's attorneys (GHSB, LLC).

BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **02/17/2016**

CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT __X__
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES _____

2015-2016 2nd Quarter Williams VCOE Activity Report (Vaca/Magaña)

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Boards of districts with deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 2nd quarter of fiscal year 2015-2016.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2015-2016 2nd Quarter Williams VCOE Activity Report, as presented.

ADDITIONAL MATERIAL

Attached: Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE
VCOE Williams Activity Report for the 2nd Quarter, Fiscal Year 2015-2016 (2 pages).

VENTURA COUNTY OFFICE OF EDUCATION

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

MEMORANDUM

Norma Magana
Oxnard Elementary

Date: January 22, 2016

To: District Superintendents

From: Paula Driscoll, Executive Director
School Business and Advisory Services

Subject: 2015-16 2nd Quarter Williams COE Activity Report

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with deciles 1 to 3 schools. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 2nd quarter of fiscal year 2015-16. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. The findings of that review will be available sometime prior to July 1, 2016 and reported in the annual Williams Report. In addition, this quarterly report does not comment on our review of the annual school accountability report cards. That review will conclude later in the school year and will be reported on at that time.

If you have any questions or comments about the Williams Settlement or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantooth, Ventura County Superintendent of Schools
Misty Key, VCOE Associate Superintendent
District Williams Coordinator

Attachment

Ventura County Office of Education
Williams Activity Report for the 2nd Quarter
Fiscal Year 2015-16

California Education Code Section 1240 requires that the County Superintendent annually visit the 56 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index, including Quality Education Investment Act (QEIA) schools subject to "Williams" inspections. The purpose of the visit is to insure that all students have access to sufficient textbooks or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2015-16 school year, County Office of Education inspectors visited all "Williams" schools to determine if sufficient textbooks or instructional materials were available, and to assess the condition of school facilities. The findings of these visits were summarized on the 1st Quarter Activity Report for your District issued in October of 2015.

While much of the specific Williams related activities occur during the 1st quarter, several activities take place throughout the fiscal year. These activities include:

> The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.
>
> The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.
>
> The annual review of each school's school accountability report card to verify that known Williams related issues are correctly reported.

The final results of these reviews will be published in our annual Williams report in November of 2016.

If you have any questions about the Williams Settlement process or the information contained in this 2nd Quarter Activity Report for your District, please call Paula Driscoll, Executive Director of School Business Advisory Services, at 805-383-1981.

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **February 17, 2016**

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 ____

Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2016-2017 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

EXECUTIVE SUMMARY (description of item):
In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, OSSA and the District are submitting their intent to meet the public notice provision of the Educational Employment Rights Act. The proposals must have a Public Hearing before the parties meet to negotiate the items below:

- Article 5 Work Calendar
- Article 6 Duty Hours
- Article 11 Leave Provisions
- Article 16 Salaries
- Article 17 Professional Growth
- Article 18 Fringe Benefits
- Article 22 Term

FISCAL IMPACT:
None.

RECOMMENDATION:
It is the recommendation of the Assistant Superintendent of Human Resources that the Board schedule March 2, 2016 for the Public Hearing for OSSA and the District's proposals.

ADDITIONAL MATERIAL(S):
Letter to Board of Trustees President dated 2/5/16 (1 page)
Letter to OSSA President dated 2/5/16 (1 page)
District's Initial Bargaining Proposals to OSSA for 2016-17 (1 page)
Letter dated 2/3/16 from OSSA President to the District (1 page)

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

February 5, 2016

Veronica Robles-Solis, President, Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: ***Sunshine of OSSA and District Initial Proposals, 2016-17***

Dear President Robles-Solis,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Lisa Cline, Chief Business Officer
Teri Gern, Director, Certificated HR
Dr. Liam Joyce, Principal
Janet Penanhoat, Director, Budget and Finance
Amelia Sugden, Director, Special Education
Nadia Villapudua, Manager, Special Education

Pursuant to Article 22, Term, in the current OSD/OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 5 (Work Calendar), Article 11 (Leave Provisions), Article 17 (Professional Growth), Article 18 (Fringe Benefits), and Article 22 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the February 17, 2016 Board agenda with the Public Hearing to be scheduled for March 2, 2016. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

OXNARD SCHOOL DISTRICT

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February 5, 2016

Ms. Brenda Muth
Oxnard Supportive Services Association President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: ***Sunshine of OSSA and District Initial Proposals, 2016-17***

Dear Ms. Muth,

In accordance with Article 22, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2016-2017 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Lisa Cline, Chief Business Officer
Teri Gern, Director, HR
Dr. Liam Joyce, Principal
Janet Penanhoat, Director, Budget and Finance
Amelia Sugden, Director, Special Education
Nadia Villapudua, Manager, Special Education

Pursuant to Article 22, Term, in the current OSD/OSSA bargaining agreement, the current agreement expires on June 30, 2016. The District plans to negotiate Article 5 (Work Calendar), Article 11 (Leave Provisions), Article 17, (Professional Growth), Article 18 (Fringe Benefits), and Article 22 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the February 17, 2016 Board agenda with the Public Hearing to be scheduled for March 2, 2016. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp
Enclosure

OXNARD SCHOOL DISTRICT

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Dr. Jesus Vaca
Assistant Superintendent
Human Resources and Support Services

Jonathan Koch
Director, Classified Human Resources

Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2016-17

<u>Interest Based Problem Solving Proposals</u>

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 5 Work Calendar
- The District seeks to enter into discussions regarding the OSSA Work Calendar.

Article 11 Leave Provisions
- The District seeks to enter into discussions regarding the OSSA Leave Provisions.

Article 17 Professional Growth
- The District seeks to enter into discussions regarding the OSSA Professional Growth.

Article 18 Fringe Benefits
- The District seeks to enter into discussions regarding OSSA Fringe Benefits.

Article 22 Term
- The District seeks to enter into discussions regarding Term.

February 3, 2016

Dr. Jesus Vaca

Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2016-2017 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Joanne Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiatiors and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Alison Raigoza, Lauren Kaprielian, Annette Murguia, Monica Garcia and Irene Zavala.

The Association wishes to open the following articles:

Article 5 Work Calendar – The Association seeks to discuss Work Calendar.

Article 6 Duty Hours - The Association seeks to discuss Duty Hours.

Article 16 - The Association seeks to discuss the salary schedule.

Article 22 - Term

Sincerely,

Brenda K. Muth

Brenda Muth, President

Oxnard Supportive Services Association

BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca** Date of Meeting: **February 17, 2016**

CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT __X_
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES _____

LIABILITY CLAIM: VCBA07207A2 (Vaca/Magaña)

On or about October 29, 2015, the Oxnard School District received a Verified Claim Form from the claimant, an employee of the Oxnard School District.

The claimant's prescription glasses were scratched when a student pushed the claimant, causing the glasses to fall off of the claimant's face and onto the ground, which is paved with blacktop. The claimant alleges that the district is liable for her damaged glasses because she was working during the time they were damaged. The claimant presented the district with a property damage demand for the cost she paid for the glasses.

We are advised by York Insurance Services Group, Inc., to reject this claim.

FISCAL IMPACT

There is no expected fiscal impact from this claim.

RECOMMENDATION

Acting on the advice of JPA, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA07207A2.

ADDITIONAL MATERIAL

None

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca** Date of Meeting: **February 17, 2016**

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 ____

Approval of Revised Job Descriptions: Assistant Principal, Principal-Elementary, Master Principal-Elementary, Principal-Middle School/K-8, Master Principal-Middle School/K-8 (Vaca)

EXECUTIVE SUMMARY:
Presented for your consideration are the revisions of five job descriptions. If approved, it will allow the Oxnard School District to comply with the experience requirement for Administrative Preliminary Credentials, effective for applications with an issuance date of July 1, 2013 or later. Candidates must provide verification of five years of full-time teaching and/or service experience to qualify for an initial Preliminary Administrative Services Credential (PASC) or Certificate of Eligibility (CE).

Additional language added to the job descriptions will allow District administrators to better serve the students, parents, teachers, principals, other support personnel, and community.

Previous Title:	**Revised Title**
Assistant Principal	Assistant Principal (no change)
Principal, Elementary	Principal, Elementary (no change)
Master Principal, Elementary	Master Principal, Elementary (no change)
Principal, Jr. High	Principal, Middle School/K-8
Master Principal, Jr. High	Master Principal, Middle School/K-8

FISCAL IMPACT:
None.

RECOMMENDATION
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised job descriptions, as described.

ADDITIONAL MATERIAL(S):
Revised Job Description: Assistant Principal (3 pages)
Revised Job Description: Principal, Elementary (3 pages)
Revised Job Description: Master Principal (3 pages)
Revised Job Description: Principal, Middle School/K-8 (3 pages)
Revised Job Description: Master Principal, Middle School/K-8 (3 pages)

HUMAN RESOURCES & SUPPORT SERVICES

Title: Assistant Principal

Qualifications:

1. A Master's Degree
2. A valid and appropriate Administration credential or an appropriate Supervision credential in compliance with the provisions of *Administrative Code 80125-80127,* and *Education Code 44270.*
3. A minimum of ~~3~~ 5 years of successful, full-time public school teaching experience.
4. ~~A minimum of 1 year of successful, full-time K-12 public school administration experience.~~
5. Possess the following personal qualities:
   a. ability to meet district standards for physical and mental health.
   b. evidence of good moral character.
   c. satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance.
6. Such alternatives to the above qualifications as the district may find appropriate and acceptable.

Report to: Designated Principal

Supervises: Certificated and classified staff as assigned.

Job Goal: To assist the principal in fulfilling his/her major responsibilities as chief administrative officer and educational leader of the school; act as the principal in principal's absence from the school; assist in the development, implementation, evaluation and improvement of school district programs, policies and procedures.

Performance Responsibilities:

The Assistant Principal shall assume the role of a site administrator during his/her absence and assist the principal in appropriate administrative areas. Duties of the Assistant Principal shall include, but are not necessarily limited to, the following:

1. Assists the principal in the evaluation and supervision of all regular and substitute certificated personnel and classified personnel assigned to the school.

2. Assists certificated staff through clinical supervision and related inservice in developing competence in the strategies of clinical instruction.

3. Assists in the development of performance objectives relating to expected standards of student's academic achievement.

4. Assists in providing direction and evaluation toward the improvement of the educational program at the school.

5. Assists in developing evaluation criteria and assumes responsibility for measuring performance of students.

6. Assists the principal in developing curriculum and interpreting it to students, parents, and members of the community.

7. Maintains communication with the principal relating to problems, concerns, activities and achievements of students and staff.

8. Maintains communication between students, parents, staff and the general community.

9. Confers with pupils (and their parents) who exhibit severe academic, social, or emotional problems that adversely affect optimum educational development.

10. Supervises the attendance of students and notifies parents and other agencies of attendance problems when necessary.

11. Counsels students concerning personal and school problems.

12. Suspends pupils when circumstances justify such disciplinary action.

13. Supervises the maintenance of various records pertaining to student behavior and referrals and provides summaries or written referrals to appropriate agencies.

14. Works with students, parents, community, and government agencies on problems relating to school attendance, truancy and substance abuse.

15. Assists with playground supervision.

16. Insures that teachers receive adequate and appropriate educational materials.

17. Serves as a member of the management staff.

18. Assumes administrative and supervisory responsibilities of the school in the absence of the principal when designated to do so.

19. Assists with all school-wide testing and monitoring of student achievement.

20. Assists with student activity programs that improve student performance and achievement.

21. Performs other duties as directed by the designated principal.

Terms of Employment:

This shall be an eleven-month position with salary and benefits established annually by the Board of Trustees. The currently adopted work year, salary and benefit schedule will be found in District Policy.

Evaluation:

The evaluation and assessment of performance of the Assistant Principal will be conducted annually by the principal in accordance with the provisions of *Education Code 44660-44665* and Oxnard School District Board Policy.

OXNARD SCHOOL DISTRICT
Board Policy Adopted: July 18, 1979; Revised: July 25, 1979; March 28, 1984; June 6, 1984; July 26, 2000; April 6, 2011 (Action Item D.2)

HUMAN RESOURCES & SUPPORT SERVICES

Title: **Principal, Elementary**

Qualifications:

1. Master's Degree
2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
3. A minimum of 5 years of successful, full-time public school classroom teaching experience. ~~and/or public school administrative or supervisory experience~~. ~~A minimum of 3 of the 5 years must be experience as a full-time public school teacher.~~ (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
4. *Full-time K-12 public school administration experience preferred.*
5. Possess the following personal qualities:
   a. Ability to meet district standards for physical and mental health
   b. Evidence of good moral character
   c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: ~~Assistant Superintendent, Educational Serv~~ices Superintendent or designee

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.

2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.

3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.

4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.

5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.

6. Evaluates all assigned personnel in accordance with district-adopted guidelines for evaluation.

7. Assigns students in such a way as to encourage their optimum growth.

8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.

10. Plans, supervises, and directs the business operation of the school in accordance with district procedures.

11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.

12. Develops a communication system to further community understanding and support of the total school program.

13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.

14. Assists in the recruiting, screening, hiring and assigning of district personnel.

15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.

16. Maintains positive human relations skills which strengthen support and morale including the ability to resolve conflicts and reduce tension among students, staff and parents.

17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.

18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.

Terms of Employment:

Principals assigned to elementary schools shall work 210 duty days. The adopted work year salary and benefit schedule will be established annually by the Board of Trustees, a copy of which will be found in 7201BP.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the Assistant Superintendent, Educational Services, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District Board Policy 7230.

<u>Oxnard School District</u>
Board Policy Adopted: April 2, 2008

HUMAN RESOURCES & SUPPORT SERVICES

Title: **Master Principal, Elementary**

Qualifications:

1. Master's Degree
2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
3. A minimum of 5 years of successful, full-time public school classroom teaching experience. ~~, and/or public school administrative or supervisory experience. A minimum of 3 of the 5 years must be experience as a full-time public school teacher.~~ (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
4. *A minimum of 5 years of successful, full-time K-12 public school administration experience. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)*
5. Possess the following personal qualities:
   a. Ability to meet district standards for physical and mental health
   b. Evidence of good moral character
   c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: ~~Assistant Superintendent, Educational Services~~ Superintendent or designee

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.

2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.

3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.

4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.

5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.

6. Evaluates all assigned personnel in accordance with district-adopted guidelines for evaluation.

7. Assigns students in such a way as to encourage their optimum growth.

8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.

10. Plans, supervises, and directs the business operation of the school in accordance with district procedures.

11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.

12. Develops a communication system to further community understanding and support of the total school program.

13. Serve as a contributing member of the Superintendent's Cabinet upon request of the Superintendent.

14. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.

15. Assists in the recruiting, screening, hiring and assigning of district personnel.

16. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.

17. Maintains positive human relations skills which strengthen support and morale including the ability to resolve conflicts and reduce tension among students, staff and parents.

18. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.

19. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.

20. Consistently demonstrates growth in student learning.

21. Provides direct and ongoing mentoring to other site administrators including learning directors, administrative interns, other principals, and teachers interested in becoming administrators.

22. Develops strong connections between parents, school, and community. Responds to diverse community needs and interests.

23. Develops role as change agent leading continuous improvement at the school site, District, and community.

24. Develops collaborative relationships with employee associations (e.g., OEA, OSSA, CSEA).

25. Promotes a positive school culture conducive to student learning and professional growth.

26. Serves in a leadership role in professional organizations (e.g., ACSA, PDK).

Terms of Employment:

Principals assigned to elementary schools shall work 210 duty days. The adopted work year salary and benefit schedule will be established annually by the Board of Trustees, a copy of which will be found in 7201BP.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the Assistant Superintendent, Educational Services, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District Board Policy 7230.

Oxnard School District
Board Policy Adopted: April 2, 2008

HUMAN RESOURCES & SUPPORT SERVICES

Title: **Principal, Jr. High**

Qualifications:

1. Master's Degree
2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, Administrative Code 80125-80127 and Education Code 44270
3. A minimum of 5 years of successful, full-time public school classroom teaching experience. ~~and/or public school administrative or supervisory experience. A minimum of 3 of the 5 years must be experience as a full-time public school teacher~~. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
4. *Full-time K-12 public school administration experience preferred.*
5. Possess the following personal qualities:
   a. Ability to meet district standards for physical and mental health
   b. Evidence of good moral character
   c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
6. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: Assistant Superintendent, Educational Services

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.

2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.

3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.

4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.

5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.

6. Evaluates all assigned personnel in accordance with district-adopted guidelines for evaluation.

7. Assigns students in such a way as to encourage their optimum growth.

8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of

students as established in district procedures.

10. Plans, supervises, and directs the business operation of the school in accordance with district procedures.

11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.

12. Develops a communication system to further community understanding and support of the total school program.

13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.

14. Assists in the recruiting, screening, hiring and assigning of district personnel.

15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.

16. Maintains positive human relations skills which strengthen support and morale including the ability to resolve conflicts and reduce tension among students, staff and parents.

17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.

18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.

19. Consistently demonstrates growth in student learning.

Terms of Employment:

Principals assigned to a Jr. High campus shall work 215 Duty Days. The adopted work year salary and benefit schedule will be established annually by the Board of Trustees, a copy of which will be found in 7201 BP.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the Assistant Superintendent, Educational Services, in accordance with the provisions of Education Code 44660-44665 and Oxnard School District Board Policy 7230.

Oxnard School District
Board Policy Adopted: April 2, 2008

HUMAN RESOURCES & SUPPORT SERVICES

Title: **Master Principal, Jr. High**

Qualifications:

1. Master's Degree
2. A valid and appropriate Administrative Credential or an appropriate Supervision Credential in compliance with the provisions of Title 5, *Administrative Code* 80125-80127 and *Education Code* 44270
3. A minimum of 5 years of successful, full-time public school classroom teaching experience. ~~and/or public school administrative or supervisory experience. A minimum of 3 of the 5 years must be experience as a full-time public school teacher.~~ (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)
4. *A minimum of 5 years of successful, full-time K-12 public school administration experience. (Credit for a year of experience: must be employed 75 percent or more of a school year under an employment contract.)*
5. Possess the following personal qualities:
   a. Ability to meet district standards for physical and mental health
   b. Evidence of good moral character
   c. Satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
5. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: ~~Assistant Superintendent, Educational Services~~ Superintendent or Designee

Supervises: All certificated and classified staff assigned to the school

Job Goal: To serve as the educational leader and chief executive of the school; to be responsible for direction of the instructional program, operation of the school plant, and participation in staff and student activities.

Performance Responsibilities:

1. Provides innovation and leadership to the staff in determining objectives and identifying school needs as the basis for developing long and short range plans/goals for the school.

2. Interprets and implements the district-approved curriculum as it relates to the individual school needs.

3. Enlists the assistance of the Assistant Superintendent, Educational Services, in the use of school resource personnel in the improvement of the program of the school.

4. Establishes an effective school administrative organization with lines of responsibility and with the necessary delegation of authority.

5. Identifies and coordinates professional growth and growth opportunities for certificated and classified personnel assigned to the school.

6. Evaluates all assigned personnel in accordance with district-adopted guidelines for evaluation.

7. Assigns students in such a way as to encourage their optimum growth.

8. Makes periodic appraisals of pupil progress through the use of formative and summative assessment data and assists staff in implementing strategies to meet short and long range school goals.

9. Develops school plans and organizational procedures for the health, safety, discipline, and conduct of students as established in district procedures.

HUMAN RESOURCES & SUPPORT SERVICES

10. Plans, supervises, and directs the business operation of the school in accordance with district procedures.

11. Makes plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities, and school grounds.

12. Develops a communication system to further community understanding and support of the total school program.

13. Participates in principal's meetings, negotiation meetings, district committees, and such other meetings as are required or appropriate.

14. Assists in the recruiting, screening, hiring and assigning of district personnel.

15. Works with central administrative staff on developing programs, policies, and procedures of more than in-school import, such as, district-wide instructional programs, transportation, special services, etc.

16. Maintains positive human relations skills which strengthen support and morale including the ability to resolve conflicts and reduce tension among students, staff and parents.

17. Communicates with effectiveness in oral and written expression, including the ability to write bulletins, correspondence, reports, and to effectively speak before groups relating to the purpose and function of the school and its instructional program.

18. Possesses mature judgment in organizing and managing the implementation of the instruction program; in handling problems and emergency personnel operations and other internal conditions which may arise in the administration of the school.

19. Consistently demonstrates growth in student learning.

20. Provides direct and ongoing mentoring to other site administrators including Learning Directors, Administrative Interns, other principals, and Teachers interested in becoming administrators.

21. Develops strong connections between parents, school, and community. Responds to diverse community needs and interests.

22. Develops role as change agent leading continuous improvement at the school site, District, and community.

23. Develops collaborative relationships with employee associations (e.g., OEA, OSSA, CSEA).

24. Promotes a positive school culture conducive to student learning and professional growth.

25. Serves in a leadership role in professional organizations (e.g., ACSA, PDK).

26. Manages resources effectively and appropriately, including revenues and expenditures, personnel, facilities, and equipment.

27. Is capable of operating a computer and using standard productivity software, e.g., word processing, database management, spreadsheet application, and presentation software.

28. Demonstrates in-depth content area expertise, particularly in the areas of literacy and numeracy.

29. Is well-read and knowledgeable of current literature/research in the areas of education, organizational development, and leadership; shares that knowledge with colleagues.

30. Applies principles of systems thinking and continuous improvement.

31. Is skilled in data analysis techniques and in using data to inform instructional decisions resulting in increased student learning

Terms of Employment:

Principals assigned to a Jr. High campus shall work 215 Duty Days. The adopted work year salary and benefit schedule will be established annually by the Board of Trustees, a copy of which will be found in 7201BP.

Evaluation:

The evaluation and assessment of performance of principals will be conducted annually by the Assistant Superintendent, Educational Services, in accordance with the provisions of *Education Code* 44660-44665 and Oxnard School District *Board Policy* 7230.

Oxnard School District
Board Policy Adopted: August 22, 1972; Revised: April 10, 1985; March 19, 2008

BOARD AGENDA ITEM

Name of Contributor(s): Robin I. Freeman **Date of Meeting:** 01/17/16

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 ____

Approve: Overnight Field Trip to CSU Channel Islands (Freeman/Joyce)

EXECUTIVE SUMMARY:

The California State University of Channel Island proposes to organize, financially support, and lead two three day field trips for two classes of approximately 35 8th grade students from the Oceanography classes from Frank Middle School.

Students will be traveling to the CSU Channel Islands Santa Rosa Island Research Station for a field trip that is a critical component of the *Crossing the Channel* program collaboration between RJ Frank Middle School and California State University of Channel Islands. The Crossing the Channel Program has been working with Frank Oceanography classes this current school year. The ultimate goal of *Crossing the Channel* program is to cultivate a new community of Channel Islands stewards and transform the learning experiences of local students by building a collectively professional network of local resources (i.e. federal agencies, local school districts, and universities) and experiential learning opportunities for our students.

FISCAL IMPACT: None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Principal of Frank School that the Board of Trustees approve the overnight fieldtrip as outlined above.

ADDITIONAL MATERIAL(S):

Santa Rosa Island Proposal: Outlines the purpose/activities of the trip and the associated schedule.

Student Letter: The letter provides details about the trip, station facilities and schedule.

RJ Frank Middle School – April 18-20 & 20-22 Santa Rosa Island Field Trip Proposal

A. Crossing the Channel Program Summary

We propose to organize, financially support, and lead a three day field trip to the Santa Rosa Island Research Station as part of the *Crossing the Channel* collaboration between RJ Frank Middle School and California State University of Channel Islands (CI). The ultimate goal of *Crossing the Channel* program is to cultivate a new community of Channel Islands stewards and transform the learning experiences of local students by building a collaborative professional network of local resources (i.e. federal agencies, local school districts, and universities). Specifically *Crossing the Channel* seeks to meet the following objectives:

1. To **create an experiential Santa Barbara Channel watershed curriculum that engages students across academic levels** and aligns the content to the California Education and Environment Initiative and the Next Generation Science Standards.
2. To **develop and support student knowledge and critical thinking skills** through inquiry-rich STEM learning activities and a hierarchical mentorship program.
3. To **use project-based learning activities to involve students in real-world data collection, analysis, and problem solving** within the Channel Islands National Marine Sanctuary and Channel Islands National Park.
4. To **cultivate a community of Channel Islands National Marine Sanctuary stewards** across socio-economic groups and age levels by implementing formal and informal watershed curriculum and developing community outreach projects.

The program is composed of project-based educational units to involve students in real-world data collection, analysis, and problem solving within the Channel Islands National Marine Sanctuary (CINMS) and Channel Islands National Park (CINP). The program consists of the following five educational units connected to the California Education and Environment Initiative and the NGSS: 1) Biodiversity, 2) Watersheds, 3) Shore to Sea, 4) Crossing the Channel, and 5) Environmental Stewards. Each of these units is composed of experiential learning activities that develop and support student engagement and advocacy.

B. Santa Rosa Island Research Activities

The field trip to Santa Rosa Island is a critical component to the *Crossing the Channel* program. Students will participate in a CINMS research experience aboard the sanctuary's research vessel *Shearwater*. On their journey to and from Santa Rosa Island students will gain experience conducting research activities on a working research vessel and learn about the different research projects underway in the sanctuary. Specifically, students and teachers will monitor water quality and collect plankton samples. They will investigate first hand whether there is a difference in water quality and plankton species close to the Santa Clara watershed and whether the runoff impacts CINMS.

While on Santa Rosa Island the students will investigate, collect, and map the watershed characteristics of Cherry Canyon watershed on Santa Rosa Island. Understanding the integrated relationships between local watersheds, coastal wetlands, estuaries and beaches, and marine environments will enable the students to interpret the potential causes of coastal and marine environment degradation and propose appropriate solutions. In addition, students will compare and examine differences between mainland and island biodiversity, watershed integrity, and vulnerability to natural and human induced environmental changes. Students will investigate the spectrum of factors and the processes that are involved in analysis and decision making regarding the management of watershed and marine ecosystems across the California Channel Islands.

C. Santa Rosa Island Field Trip Logistics and Schedule

The Santa Rosa Island field trip is scheduled to take place from April 22-24 (see schedule below). The boat trip from Ventura Harbor to Santa Rosa Island will take approximately 3 hours. The Santa Rosa Island Research Station is located within Channel Islands National Park. The research station consists of eight bedrooms and three bathrooms. The kitchen is equipped with standard large and small appliances, cookware, dishes, silverware, cleaning supplies, etc. Drinking water and hot and cold running water, showers, toilets, limited laundry facilities, and internet access are available. Cell phone service is not available at the station, but there are handheld radios and a satellite phone available for emergency contact. For additional information about Santa Rosa Island and the Santa Rosa Island Research Station please visit our website.

The Santa Rosa Island Research Station Manager in addition to 4-6 chaperones will accompany the students on the boat and at the station during the duration of their stay. There will be a minimum of a 5:1 student to adult ratio. Food will be provided and all trip expenses will be covered by the *Crossing the Channel* program. The students will only be asked to bring a sleeping bag and their personal belongings.

Frank Middle School – Santa Rosa Island Agenda - 3 day schedule of activities

7:00 am	Depart campus to Santa Barbara Harbor
8:30 am	Travel to Santa Rosa Island via the NOAA Shearwater
12:00 pm	Lunch at the Santa Rosa Island Research Station
1:00 pm	Research Station Orientation
2:00 pm	Natural and Cultural Resource Tour
6:00 pm	Dinner
8:00 pm	Evening Lecture/Activity
10:00 pm	Lights Out
7:00 am	Breakfast
8:00 am	NPS Inventory and Monitoring Protocols (Sandy Beach & Vegetation)
12:00 pm	Lunch
1:00 pm	Island Chumash Activity
5:00 pm	Journal Reflection
6:00 pm	Dinner
8:00 pm	Evening Lecture/Activity
10:00 pm	Lights Out
7:00 am	Breakfast
8:00 am	Orienteering Scavenger Hunt
10:00 am	Clean-Up
1:00 pm	Travel to Santa Barbara Harbor via the NOAA Shearwater
4:30 pm	Depart Santa Barbara Harbor to campus
6:00 pm	Arrive at campus

Channel Islands
CALIFORNIA STATE UNIVERSITY
DIVISION OF ACADEMIC AFFAIRS

Dear RJ Frank Middle School Student,

I look forward to your upcoming trip to Santa Rosa Island from April (18th-20th/April 20th-22nd). Prior to coming to Santa Rosa Island you must complete and give your teacher a signed Santa Rosa Island Research Station (SRIRS) liability waiver. Your group will meet at the RJ Frank Middle School campus on April (18th/20th) and will return to the RJ Frank Middle School campus at approximately 6 pm on April (20th/22nd). Food will be provided and all trip expenses will be covered by the *Crossing the Channel* program. All you need to bring are your personal belongings and a sleeping bag/blanket. Please view our 'What to Bring and NOT Bring' list for packing recommendations and emergency contact information. All your coolers and gear must satisfy the following requirements:

a. Plastic bags and cardboard boxes are NOT permitted.
b. All coolers and packages must be ≤45 lbs.
c. Inspect all personal gear (e.g. packs, shoes) and clean off dirt, seeds and insects before departing.

The boat trip to Santa Rosa Island will take ~3 hours. If you are susceptible to sea sickness please take the necessary precautions (i.e. hydration, Dramamine, motion sickness bracelets, etc.). The SRI bunkhouse has sleeping accommodations for approximately ≤ 35 persons. The bunkhouse consists of eight bedrooms and three bathrooms. Each bedroom contains 2-6 beds. The kitchen is equipped with standard large and small appliances, cookware, dishes, silverware, cleaning supplies, etc. Drinking water and **hot and cold running water**, **shower**s, **toilets**, and limited **laundry** facilities are available. Electricity is limited so please conserve power and water. Propane grills are also available for use. **Cell phone service is not available at the station**, but there are handheld radios, internet access, and a satellite phone available for emergency contact. We ask that you keep the research station clean during your stay and leave it in as good (or better) condition as you found it. Please review the SRIRS policies and procedures for additional information.

Prior to your visit please review the following SRIRS rules and regulations:

1. **Everything is protected**. Do not feed, collect, disturb, or harm park wildlife, plant life, or other natural or cultural resources.
2. **No fishing in marine reserves**. **Fishing is prohibited on the pier** due to its' proximity to the marine reserve.
3. **No jumping off the pier**.
4. **No pets**.
5. **No campfires, charcoal fires, or beach fires**.
6. **Conserve Energy and Water**.
7. **Remove all Personal Items**. No item(s) brought to the SRIRS or Channel Islands National Park are allowed to be left including (but not limited to) food, unless prior arrangements have been made with the station manager.

One University Drive, Camarillo, California 93012-8599 Tel: (805) 437-2690 Fax: (805) 437-5717 www.csuci.edu

The Santa Rosa Island Research Station Manager in addition to 4-6 chaperones will accompany you on the boat and at the station during the duration of your stay. There will be a minimum of a 5:1 student to adult ratio.

Frank Middle School – Santa Rosa Island Agenda		
Day 1	7:00 am 8:30 am 12:00 pm 1:00 pm 2:00 pm 6:00 pm 8:00 pm 10:00pm	Depart campus to Ventura Harbor Travel to Santa Rosa Island via Island Packers Lunch at the Santa Rosa Island Research Station Research Station Orientation Natural and Cultural Resource Tour Dinner Evening Lecture/Activity Lights Out
Day 2	7:00 am 8:30 am 12:00 pm 1:00 pm 2:00 pm 6:00 pm 8:00 pm 10:00pm	Breakfast NPS Inventory and Monitoring Protocols (Sandy Beach & Vegetation) Lunch Tour CI Marine Sanctuary aboard NOAA Shearwater research vessel Journal Reflection Dinner Evening Lecture/Activity Lights Out
Day 3	7:00 am 8:00 am 10:00 am 1:00 pm 4:30 pm 6:00pm	Breakfast Orienteering Scavenger Hunt Clean-Up Travel to Santa Barbara Harbor via the NOAA Shearwater Depart Santa Barbara Harbor to campus Arrive at campus

For additional information about the SRIRS and Santa Rosa Island characteristics please visit the SRIRS website. Please feel free to contact me is you have any additional questions.

Sincerely,

Cause Hanna
Santa Rosa Island Research Station Manager
Ph. 805-402-7202
Email cause.hanna@csuci.edu

EMPLOYMENT AGREEMENT
FOR
DEPUTY SUPERINTENDENT, BUSINESS AND FISCAL SERVICES
OXNARD SCHOOL DISTRICT

This Agreement is entered into to be effective the 11th day of February, 2016, by and between the Board of Trustees ("Board") of, and on behalf of, the Oxnard School District ("District"), and Lisa Cline ("Deputy Superintendent"), and constitutes a bilateral and binding Contract between the parties.

NOW THEREFORE, in consideration of the provisions and mutual promises contained herein, the District and the Deputy Superintendent agree to the following:

1. TERM OF AGREEMENT: The District hereby employs the Deputy Superintendent and the Deputy Superintendent agrees to be employed as the District's Deputy Superintendent of Business and Fiscal Services for a term commencing February 12, 2016 and ending June 30, 2018, subject to the terms and conditions set forth herein.

2. DUTIES AND RESPONSIBILITIES

2.1 The Deputy Superintendent shall faithfully perform the duties and responsibilities of the Deputy Superintendent of Business and Fiscal Services as imposed by the laws of the state of California and as further described in the District's job description. Such duties shall be performed under the supervision and direction of the District Superintendent.

2.2 All powers and duties that may lawfully be delegated to the Deputy Superintendent are to be performed and executed by the Deputy Superintendent in accordance with the policies adopted by the Board and subject to those powers specifically vested in the Board by the California Education Code.

2.3 The Deputy Superintendent shall devote her productive time, ability and attention to the business of the District and shall be available twenty-four hours a day for that purpose, except as otherwise provided below.

2.4 The Deputy Superintendent work year shall be 246 duty days inclusive of 25 vacation days annually. In addition, the Deputy Superintendent is entitled to the same holidays granted to management employees.

2.5 The Deputy Superintendent shall also perform such other duties that are consistent with her qualifications as may be

assigned to her from time to time by the District Superintendent.

3. OUTSIDE PROFESSIONAL ACTIVITIES: The Deputy Superintendent may utilize accrued, unused vacation entitlements to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. Outside professional activities may be performed for consideration provided they do not interfere with or conflict with the Deputy Superintendent's performance of her duties under this Agreement or with the interests of the District.

4. COMPENSATION:

4.1 Compensation of the Deputy Superintendent shall be one hundred seventy-seven thousand one hundred thirty-two dollars and zero cents ($177,132) payable in twelve (12) monthly installments on the last working day of each calendar month. The Salary of any partial month worked shall be prorated for the number of days actually worked.

4.2 The Board reserves the right to increase the annual base salary of the Deputy Superintendent. Increases in the annual base salary shall be merit-based and shall be dependent upon the Deputy Superintendent accomplishing or satisfying predetermined goals and objectives. The District Superintendent shall develop these goals and objectives with the assistance and input of the Deputy Superintendent by July 1st, of each year of this Agreement. The Deputy Superintendent shall endeavor to perform an assessment by March 1st of each year to determine whether the goals and objectives have been satisfied. The assessment shall be completed by no later than June 30th of each year. The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The Board shall then decide whether salary increases are warranted.

5. HEALTH BENEFITS:

In addition to the compensation and benefits described in Articles 4 and 7, the Deputy Superintendent shall also be provided with the group health and welfare benefits currently available to certificated management, as may be amended, changed, or modified by approval or resolution of the Board.

6. SICK LEAVE: The Deputy Superintendent shall receive twelve (12) days paid sick leave per year.

7. VACATION:

7.1 The Deputy Superintendent shall be entitled to twenty-five (25) working days annual vacation with pay, for each year of service pursuant to this Agreement, supplemented by longevity vacation days provided District management personnel. The twenty-five (25) vacation days shall be credited to the Deputy Superintendent at the beginning of each school year. The Deputy Superintendent may accrue up to thirty (30) days of unused vacation to carry over into the next school year. When combined with the next year's allotment, the total shall not exceed thirty (30) days. Any days in excess of thirty (30) days will be cashed out at the Deputy Superintendent's daily rate of pay and will be paid by June 30th of each year of this Agreement..

7.2 In addition, the Deputy Superintendent is entitled to the same holidays granted management employees.

7.3 In the event of termination of this Agreement, the Deputy Superintendent shall be compensated for accrued and unused vacation, not to exceed thirty (30) days, at the then current daily rate of compensation (salary) or portion thereof.

8. EXPENSES: In accordance with its policies, the District shall reimburse the Deputy Superintendent for all actual reasonable and necessary expenses related to operation and activities of the Board and/or its members and the performance of the Deputy Superintendent duties, including but not limited to expenses related to conferences, seminars, and travel. The Deputy Superintendent shall submit receipts, invoices and an itemized list of expenses in support of a reimbursement request.

9. TRANSPORTATION: The Deputy Superintendent shall also be reimbursed for all her actual and necessary business mileage, as may be deemed necessary by the Superintendent, for miles driven during job-related activities outside of Ventura County at the standard District rate as the Board may establish.

10. PROFESSIONAL GROWTH

10.1 The District encourages the Deputy Superintendent to endeavor to continue her professional growth by all available means including attendance at professional meetings at the local, state and national level, seminars and courses offered by public or private institutions, and informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Deputy Superintendent to perform her professional duties. The Deputy Superintendent shall request permission from the Superintendent for her attendance at out-

of-state meetings and periodically report to the Superintendent her appraisal of the meetings. All out-of-state travel and related expense budget must be approved by the Board of Trustees prior to travel.

10.2 The District shall provide a reasonable amount of time for the Deputy Superintendent to participate in such professional growth activities.

10.3 The Deputy Superintendent shall provide the District with a record of her participation in any activities held outside the County and a copy of receipts for the costs involved.

10.4 The Deputy Superintendent shall be reimbursed according to the procedures and parameters set forth in the District's policies and procedures, for necessary expenses incurred for those activities described in Article 10.

10.5 The District shall pay the Deputy Superintendent's annual dues to two (2) professional organization of the Deputy Superintendent's choice.

11. PROFESSIONAL LIABILITY

11.1 The District agrees that it shall defend, hold harmless and indemnify the Deputy Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the Deputy Superintendent for any incident arising out of the course and scope of her employment, provided, however, that if the District is providing a defense for the Deputy Superintendent on a matter which the Board deems in the best interest of the District to settle, the Deputy Superintendent agrees to assume full responsibility for her own defense should she pursue the matter.

11.2 The provisions of Article 10 shall not apply to any action brought against the Deputy Superintendent for a breach of or dispute arising out of this Agreement, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

12. GOALS AND OBJECTIVES: Within six months of the effective date of this Agreement, the Deputy Superintendent and the District Superintendent shall jointly develop Goals and Objectives for the performance of the Deputy Superintendent. These goals and objectives shall be among the criteria by which the Deputy Superintendent is evaluated pursuant to Article 12 below.

13. REPORTING AND EVALUATION

13.1 The Superintendent shall evaluate and assess, in writing, the performance of the Deputy Superintendent at least once each year during the term of this Agreement. Said evaluations shall be conducted in accordance with District policies and procedures.

13.2 The evaluation shall be presented to the Board annually in a written report, and shall specifically reference the performance responsibilities as delineated in the job description. The evaluation is recognized as a confidential document and shall be duly protected as such.

14. REPRESENTATION AND WARRANTIES

14.1 Each party agrees that as a material inducement by the District to enter into this Agreement, the Deputy Superintendent has made certain representations and warranties regarding her abilities, fitness and expertise and that these representations and warranties shall survive the execution of this Agreement.

14.2 The Deputy Superintendent represents and warrants that the oral and written information she has submitted to the District regarding her qualifications, educational achievements, and degrees is true and correct.

14.3 The Deputy Superintendent represents and warrants that she has the full authority and right to enter into this Agreement without creating liability against himself and/or the District to any persons or entity not a party to this Agreement.

15. TERMINATION OF EMPLOYMENT

15.1 Termination by Mutual Consent. This Agreement may be terminated, during the term of the Agreement, by mutual agreement of the parties, evidenced by a separate agreement, in writing, which supersedes this Agreement.

15.2 Termination for Cause

15.2.2 The District reserves the right to unilaterally terminate this Agreement for cause and without the consent of the Deputy Superintendent. Cause, under this Agreement is defined as any of the following:

15.2.3 The failure or inability of the Deputy Superintendent to perform any substantial duties

required under this Agreement, including failure to meet the written Goals and Objectives.

15.2.4 The commission by the Deputy Superintendent of any act of dishonesty, fraud, misrepresentation, or other acts of moral turpitude.

15.2.4 A substantial breach of any covenant or condition of this Agreement by the Deputy Superintendent, or a substantial breach of any representation or warranty made by the Deputy Superintendent in this Agreement.

15.2.5 The commission or omission of any act by the Deputy Superintendent which could constitute a permissible "for cause" termination under federal or California law.

15.2.6 Should the District terminate this Agreement for cause, as defined above, the District shall give written notice to the Deputy Superintendent, and shall specify the grounds for termination, and shall specify the effective date. Any termination by the District shall be without prejudice to any other remedy entitled to the District in law or equity or any other ground for termination stated in this Agreement. Any termination by the District for cause shall be without prejudice to the Deputy Superintendent's right to challenge said decision in Superior Court pursuant to a breach of contract theory.

15.3 Termination At Will

The District reserves the right to terminate this Agreement "at will," without alleging or demonstrating cause and without the consent of the Deputy Superintendent. Any such termination shall be in writing and shall specify the effective date of the termination.

15.3.1 Each of the parties agree that as a condition precedent to the District's right to terminate this Agreement "at will" the District shall pay a maximum cash settlement, concurrently with the termination of the Deputy Superintendent, of an amount equal to twelve (12) months' salary, or the salary due on the remainder of the contract term, whichever is less, including health benefits only.

The parties agree such payment is a fair, just and reasonable liquidated damage for the emotional distress or other compensable damages associated with separation under the circumstances existing at the time of the execution of this Agreement.

15.3.2 The Deputy Superintendent agrees that the liquidated damages described in Article 15.3.1 constitute her sole and exclusive remedy for any "at will" termination of this Agreement by the District, and that she waives and relinquishes any other damage and assigns the benefits only to all right, title, and interest to any such damage to the District.

15.3.3 The parties also agree that in consideration for the receipt of the liquidated damages described in Article 15.3.1, the Deputy Superintendent shall:

15.3.4 Waive, release and discharge the District, the Board and each member of the Board against any and all liability arising out of the termination of this Agreement.

15.3.5 Indemnify and hold harmless the District, the Board and each member of the Board from any and all further damages, including all court costs and attorney fees arising from such termination.

15.3.6 Waive any and all rights under section 1542 of the California Civil Code and further waive any comparable principle of law, whether by statute or decision. In making such waiver, the Deputy Superintendent expressly understands that section 1542 provides, in part:

"A general release does not extend to claims which the creditor does not know or suspect to exist in her favor at the time of executing the release which, if known by her must have materially affected her settlement with the debtor."

15.3.7 The Deputy Superintendent reserves the right to unilaterally terminate the Agreement by delivering written notice to the District. The effective date of the termination shall be specified by the Deputy Superintendent, but shall not exceed thirty days

beyond the date of notice unless otherwise approved by the Board.

15.3.8 The District shall not be required to pay the liquidated damages described in Article 15.3.1 in the event that the Deputy Superintendent exercises is right to unilaterally terminate this Agreement.

15.3.9 Should the Deputy Superintendent voluntarily seek employment elsewhere during the term of this Agreement by accepting an interview for other employment, she shall indicate to the Superintendent in writing, her intention to do so. Notice shall be made prior to the interview.

16. Abuse of Office. If the District provides funds to the Deputy Superintendent for any of the following purposes, the Deputy Superintendent shall fully reimburse the District in the event the Deputy Superintendent is convicted of a crime involving abuse of her office or position as defined in Government Code section 53243.4: (1) paid leave salary pending an investigation; (2) payment for the legal criminal defense of Deputy Superintendent, if any; or (3) any cash settlement related to the termination of Deputy Superintendent's employment.

17. RENEWAL OF AGREEMENT. The District may, but is not required to, notify the Deputy Superintendent of its intent to continue to employ the Deputy Superintendent beyond the term of this Agreement. Should the District determine not to renew this Agreement beyond its current term, the District shall provide the Deputy Superintendent with notification of its intent not to renew the Agreement in writing and delivered not later than sixty (60) days prior to the termination date of this Agreement including any and all amendments.

This is agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions, and with the same compensation, unless the Board gives written notice of nonrenewal to the Deputy Superintendent at least sixty (60) days prior to its expiration.

18. SAVINGS CLAUSE. If, during the time it is in effect, any specific provision or clause of this Agreement is declared illegal or void under federal, state, or local law or regulation, the remainder of the Agreement not effected by such ruling shall remain in full force and effect.

19. AMENDMENT. Any amendment to this Agreement must be in writing and signed by the parties.

20. APPLICABLE LAWS. The interpretation and enforcement of this Agreement shall be governed by applicable laws of the State of California, the rules and regulations of the State Board of Education, and the lawful rules and regulations of the Oxnard School District. By this reference the laws, rules, regulations and

policies are hereby made a part of this Agreement as though fully set forth at this point.

21. VENUE. If a dispute is arises under this Agreement, the parties agree that venue shall be proper in a Superior Court within the County of Ventura.

22. ENTIRE AGREEMENT. This document is the full and complete agreement between the parties hereto, and it can be changed or modified only by a writing, signed by all parties or their successors in interest to this Agreement.

23. COUNTERPARTS. The District and the Deputy Superintendent may execute this document in separate counterparts. Should that occur, the Agreement is as valid and binding as if it were executed on a single copy.

IN WITNESS HEREIN we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties.

The Board duly approved the terms and conditions of this Agreement and the Board President is authorized to execute this Agreement on behalf of the Board of Trustees.

For the Board of Trustees:

By:_____
VERONICA ROBLES-SOLIS, Board President

President of the Board of Trustees, I hereby accept this contract of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as Deputy Superintendent of Business and Fiscal Services of the Oxnard School District.

Date of Acceptance: _____, 2016 _____

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING**: February 17, 2016

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

an eight hour, 246 day Information Systems Data Technician, position number 7472, to be established in the Technology department. This position will be established to provide needed support.

a five hour and forty five minute, 183 day Paraeducator III, position number 7467, to be established in the Pupil Services department. This position will be established to provide additional support to comply with the student's IEP.

a five hour, 183 day Paraeducator II, position number 2248, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be established to provide additional support.

a five hour, 183 day Paraeducator II, position number 2250, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be established to provide additional support.

FISCAL IMPACT:
Cost for Information Systems Data Technician - $81,898.00 General
Cost for Paraeducator III - $26,798.00 Special Ed
Cost for Paraeducator II - $3,485.00 Special Ed
Cost for Paraeducator II - $3,485.00 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**: February 17, 2016

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

February 17, 2016

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

Vicki Haun	School Psychologist, Haydock	February 17, 2016

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

Gabriela Ambriz	McAuliffe	February 4, 2016
Jasmin Arceo	Ramona	January 29, 2016
Rex Burke	Marshall	February 1, 2016
Alyxandra Dudley	Elm	February 1, 2016
Luzmaria Campos	Substitute Teacher	2015/2016 School Year
Christopher Gostanian	Substitute Teacher	2015/2016 School Year
Monica Gray	Substitute Teacher	2015/2016 School Year
Lindsay Smith	Substitute Teacher	2015/2016 School Year
Melanie Weiner	Substitute Teacher	2015/2016 School Year

CLASSIFIED PERSONNEL ACTIONS

Exempt

Barrera, Evelyn	Campus Assistant	02/01/2016
Garcia Espinoza, Jazmine	Campus Assistant	01/11/2016
Gonzales, Charlette	Campus Assistant	01/11/2016
Gonzalez, Renata	Campus Assistant	01/15/2016
Gonzalez, Stephanie	Campus Assistant	01/25/2016
Moreno, Ascension	Campus Assistant	01/15/2016
Perez Guzman, Patricia	Campus Assistant	12/01/2015
Roa, Monica	Campus Assistant	01/11/2016
Romero, Sandra	Campus Assistant	12/08/2015
Salazar, Alex	Campus Assistant	01/06/2016
Smith, Sarah	Campus Assistant	02/02/2016
Tomasino, Idalia	Campus Assistant	01/11/2016
Velazques Salazar, Jennifer	Campus Assistant	01/11/2016

Limited Term

Duarte, Andrea M	Paraeducator	01/25/2016
Tellez, Teresa	Child Nutrition Worker	01/25/2016
Yepez, Bibiana	Child Nutrition Worker	01/25/2016

Increase in Hours

Camarena, Angie	Paraeducator II (B), Position #2231 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #2231 Pupil Services 5.0 hrs./183 days	01/27/2016
Iyam, Onnegadon S	Paraeducator III, Position #1937 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #1937 Pupil Services 5.0 hrs./183 days	01/25/2016
Lopez, Sandy	Paraeducator II (B), Position #2229 Pupil Services 5.75 hrs./183 days Paraeducator II (B), Position #2229 Pupil Services 5.0 hrs./183 days	02/01/2016
Saenz, Mary J	Paraeducator III, Position #2608 Pupil Services 5.75 hrs./183 days Paraeducator III, Position #2608 Pupil Services 5.5 hrs./183 days	01/21/2016

Transfer

Cachu, Blanca	Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days Child Nutrition Worker, Position #2393 Soria 5.0 hrs./185 days	01/25/2016
Cerda, Pilar	Child Nutrition Worker, Position #1830 Marshall 5.0 hrs./185 days Child Nutrition Worker, Position #2678 Soria 5.0 hrs./185 days	01/25/2016

Extended Leave of Absence

Rodarte, Maribel	Child Nutrition Worker, Position #2679 Soria 5.0 hrs./185 days	02/01/2016-05/01/2016

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline Date of Meeting: 02/17/16

CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____
SECTION D: ACTION __X_
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES _____

Reimbursement for Teacher Substitute at Rio School District (Cline)

Board of Trustees member Denis O'Leary, a classroom teacher at Rio School District, attended the California School Boards Association (CSBA) Conference in San Diego December 2-4, 2015.

A teacher substitute fulfilled Mr. O'Leary's teaching assignment in Rio on those dates, and Rio School District has requested reimbursement for the substitute costs of $398.23.

Education Code Section 44987.3 (d) stipulates "*Following the school district's payment of the employee for such leave of absence, the school district shall be reimbursed by the board, commission, committee, or group which the employee serves for the compensation paid to the employee's substitute and for actual administrative costs related to the leave of absence granted to the employee under this section, upon written request for such reimbursement by the school district.*"

FISCAL IMPACT

Reimbursement is requested in the amount of $398.23 to be paid from the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve reimbursement to Rio School District as stipulated by Education Code Section 44987.3**.**

ADDITIONAL MATERIAL

Attached: None.

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline **Date of Meeting:** 2/17/16

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 _____

Ratification of Change Order #004, Harrington Elementary School Reconstruction Project (Cline/CFW)

On August 20, 2014, The District entered into Lease Lease-Back Contracts with Bernards Brothers Construction ("Bernards") to complete the re-construction of the Harrington Elementary School. Bernards agreed to a Guaranteed Maximum Price (GMP) of $18,179,000.00 for the completed project.

The District staff, in consultation with Caldwell Flores Winters, Inc. & D+D Architects, is recommending a modification of the Guaranteed Maximum Price in the amount of $177,072.00. This is due to 29 small change orders to the Harrington School buildings. The changes were needed to complete the buildings in time for occupancy on January 11, 2016. The amount will be funded from the approved Project Budget maintained in a Project Reserve.

FISCAL IMPACT:

$177,072.00 – Measure R

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters & D+D Architects, that the Board of Trustees ratify Change Order #004 in the amount of $177,072.00 for Agreement #14-21, Harrington Elementary School Reconstruction Project with Bernards.

ADDITIONAL MATERIAL(S):

- Change Order #004 (2 pages)
- Prime Contract Change Order (2 Pages)

CHANGE ORDER

Date: February 1, 2016 **CHANGE ORDER NO. 004**

PROJECT: **HARRINGTON ELEMENTARY SCHOOL**

O.S.D. Agreement No. #14-121 Construction Services Agreement

OWNER: **Oxnard School District**
1051 South A Street
Oxnard, CA. 93030

ARCHITECT: Dougherty + Dougherty Architecture
3194-D Airport Loop
Costa Mesa, CA 92626
(714) 427-0277

CONTRACTOR: BERNARDS
555 First Street
San Fernando, CA 91340

Attn: Mr. Jack Hall

Architects Proj. No.: 21336.00
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-115469
03-115932

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....**$18,179,000.00**

NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....**$ 282,532.00**

ADJUSTED CONTRACT SUM.....**$18,461,532.00**

NET CHANGE - **$ 177,072.00**

Total Change Orders to Date: ..... $ 459,604.00

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 004..... **$18,638,604.00**

Commencement Date: ..... August 25, 2014
Original Completion Date: ..... March 16, 2016
Original Contract Time: ..... 569 Calendar Days
Time Extension for all Previous Change Orders: ..... Zero Days
Time Extension for this Change Order: ..... Zero Days
Adjusted Completion Date: ..... March 16, 2016

Percentage ..... (2.53%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	**SEE ATTACHED PCCO				
	Totals				

Total Change Order No. 004…….…… $177,072.00

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR

APPROVAL (REQUIRED):

ARCHITECT:_____ **DATE:**_____

CONTRACTOR:_____ **DATE:**_____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR:_____ **DATE:**_____

ASST. SUPT. BUSINESS &:_____ **DATE:**_____
FISCAL SERVICES

APPROVAL (REQUIRED):

BOARD APPROVAL **DATE:**_____

ASST. SUPT./PURCHASING DIRECTOR:_____ **DATE:**_____

DSA APPROVAL **DATE:**_____

PRIME CONTRACT CHANGE ORDER

Project: Harrington Elementary School
Job No.: 1550

Change Order No. #004
Date Prepared: 2/1/2016

DESCRIPTION

The Prime Contract for the above referenced project is hereby revised as follows:

COR No.	Description	Amount
#024	RFI-027 Building E North End - Ground Water at Over Excavation	$3,889
#028	ASI 003 - Building B: GLB and Joist Clarifications	$1,814
#030	Impact - Dec Rain Event	$10,902
#032	SCE Subcontractor Impact	$18,604
#033	ASI 007 - Building B Framing Changes	$1,754
#038	ASI 008 - Gas Meter and Piping	($2,887)
#039	PRO-006 Revise EF-3, MAU-1 and related duct sizing to accommodate longer kitchen hood.	$10,563
#042	ASI 009 - RFI 068 - Bldg. E Beam at Grid line E2	$676
#045	RFI-089-Door,Frames and Hwd. Directives for Fabrication	$489
#049	RFI 105-RE:21336 Harrington Change in Fire Sprinkler Heads	($979)
#054	Borrowed ASI 014 - Irrigation Legend Revision	$2,552
#062r1	RFI-141 Open C Channel at Window Canopies	$922
#072	ASI 023r2 - Data and Power Modification	$1,470
#073	ASI 024 - Shearwall Post at Bldg. B Second Floor	$4,195
#075	RFI-145 Building E Canopy Pilaster	$756
#080r1	PRO-010 Foam Behind Siding	$35,231
#086	RFI 168 - Economizer for AC B6, B7	$3,870
#088	Traffic Control Plan	$4,692
#089	ASI 030 - Interior soffit clarification	$32,547
#092r1	RFI 180R1-CDS Unit at UG Infiltration System	$24,772
#093	RFI 182 - Storm Drains	($887)
#094	RFI 186 - Siding Bottom of Panel	$3,573
#101	Borrowed Verizon - Conduit / Boxes	$3,672
#105	Trasite Pipe	$927
#107	ASI 025 R2 Painting and Coating Revision	$1,278
#113	PRO-011 Irrigation control revisions	$3,615
#139	1/2" Bypass plug in for pressure monitoring	$983
#145	ASI 015 - Sand box deletion	$5,377
#154	Bldg. C Ground Water at Elevator Pit	$2,702
	Total Amount of this Change Order	$177,072

FINANCIAL SUMMARY

Original Contract Amount:	$18,179,000
Previous Change Orders to Date:	$282,532
Previous Contract Amount:	$18,461,532
Amount of this Change Order:	$177,072
Revised Contract Amount:	$18,638,604

Project: Harrington Elementary School
Job No.: 1550

Change Order No. #004
Date Prepared: 2/1/2016

CONTRACT TIME

The contract time duration shall not be modified by this Change Order.

The Date of Substantial Completion shall remain as March 15, 2016.

AUTHORIZATION

Bernards Bros., Inc.

Signature

Jack Hall - Project Executive

Printed Name & Title

Date

Oxnard School District

Signature

Dr. Cesar Morales - Superintendent

Printed Name & Title

Date

Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Morales **DATE OF MEETING**: February 17, 2016

COMMENDATION (From the Board) _____

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION A: PRELIMINARY	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	_____
SECTION D: ACTION	X
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

2016 CSBA Delegate Assembly Election

DESCRIPTION OF AGENDA ITEM:
An opportunity is presented for the Board of Trustees to consider whether or not it wishes to vote on representatives to fill four (4) vacancies in the CSBA's Delegate Assembly, Subregion 11B (Ventura County). An original ballot must be signed and postmarked by the Post Office no later than Monday, March 15, 2016.

EXECUTIVE SUMMARY:
Annually the Board of Trustees has an opportunity to elect CSBA Delegate Representatives to fill the vacancies in the region or subregion. This year there are four vacancies, the delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018. The following individuals are listed on the ballot:

- John Anderson (Conejo USD)
- Gregory J. Barker (Moorpark USD)*
- Rob Collins (Simi Valley USD)*
- Vianey Lopez (Hueneme ESD)*

**denotes incumbent*

FISCAL IMPACT: None

RECOMMENDATION:
It is the recommendation of the District Superintendent that the Board of Trustees consider whether or not it wishes to vote for four representatives and have administration submit the official ballot on behalf of the Board of Trustees.

ADDITIONAL MATERIALS:
- Memo from CSBA President Chris Ungar
- Copy of ballot to be signed by Superintendent or Board Clerk
- Copies of each candidate's CSBA 2016 Delegate Assembly Biographical Sketch Form

TIME SENSITIVE, REQUIRES BOARD ACTION
***DEADLINE* Tuesday, March 15, 2016**

January 29, 2016

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Chris Ungar, President

Re: 2016 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Tuesday, March 15, 2016

Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, résumé for each candidate. In addition, we are including a "copy" of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the ballot on red paper is to be completed and returned**.

The board as a whole may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery; please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner. **Ballots must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2016.** ***No exceptions are allowed.***

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018. The next meeting of the Delegate Assembly is on Saturday, May 14 – Sunday, May 15 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA's website no later than Friday, April 1. Please do not hesitate to contact Charlyn Tuter in the Leadership Services Department at (800) 266-3382 ext. 3281 should you have any questions. Thank you.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2016**. Only ONE Ballot per Board. Be sure to mark your vote "**X**" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2016 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

Number of vacancies: 4 (Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018

**denotes incumbent*

- [ ] John Anderson (Conejo Valley USD)
- [ ] Gregory J. Barker (Moorpark USD)*
- [ ] Rob Collins (Simi Valley USD)*
- [ ] Vianey Lopez (Hueneme ESD)*

COPY

Provision for Write-in Candidate Name _____ *School District* _____

Signature of Superintendent or Board Clerk _____ *Title* _____

School District/COE Name _____ *Date of Board Action* _____

See reverse side for a current list of all Delegates in your Region.

Region 11 – Suzanne Kitchens, Director (Pleasant Valley SD)
9 Delegates (9 elected)

Below is a list of all the current Delegates from this Region.

Subregion A
Jack C. Garvin (Santa Maria Joint Union HSD), term expires 2016
S. Monique (Monique) Limon (Santa Barbara USD), term expires 2017

Subregion B
Greg Barker (Moorpark USD), term expires 2016
Rob Collins (Simi Valley USD), term expires 2016
Vianey Lopez (Hueneme ESD), term expires 2016
Christina (Tina) Urias (Santa Paula USD), term expires 2017
John Walker (Ventura USD), term expires 2017
Vacant, term expires 2016

County Delegate
Mark Lisagor (Ventura COE), term expires 2017

Counties

Santa Barbara (Subregion A)
Ventura (Subregion B)

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2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: John E. Andersen CSBA Region-subregion #: 11B

District or COE Name: Conejo Valley Unified School District Years on board: 1

Profession: Financial Advisor Contact Number: 805-390-5487 E-mail: Andersens_5@verizon.net

Are you a continuing Delegate? ☐ Yes ☑ No If yes, how long have you served as a Delegate?_____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As the son of a community college teacher, I was raised knowing that education is an honorable profession and necessary for a prosperous society. I was taught from a very young age that all citizens need to give back to their community as their skills and blessings permit them. Growing up in a small Central California farming community and now living in one of the state's most affluent communities, I have the personal background and experience to understand California's very diverse socioeconomic makeup. I have the collaborative spirit to work in teams of diverse viewpoints, and the experience to lead teams if called upon. California's public education system cannot survive "business as usual" much longer. Funding remains schizophrenic and the achievement gap is not improving. As demonstrated in my 35 years in business (22 corporate) and nearly 30 years of community activism, I bring the bold, collaborative leadership skills needed.

Please describe your activities and involvement on your local board, community, and/or CSBA.

My family has been part of this community for over 30 years, and our three children all attended our local district K-12. We were members of PTA (or independent associations) for 20 years. I was awarded PTA's Honorary Service Award for contributions to our local schools. I have been active in Scouts, Y programs, youth sports, and high school sports. BOARD OF DIRECTORS (past; including president) –Ventura County Youth Track Conference. BOARD OF DIRECTORS (current; now Vice-Chair) – Surepath (Credit Counseling Agency, private). BOARD OF ELDERS (past) – Monte Vista Presbyterian Church. BOARD OF TRUSTEES (current; Clerk) – Conejo Valley Unified School District. I am interested in developing additional community partnerships for our district, and I pursue this through both formal (Chamber of Commerce) and informal (pastors' group) committees. I have a unique appreciation for the cultural and socio-economic diversity of this community and this county, and I am confident I will represent them well as a Delegate to CSBA.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing many governing boards is stale, bureaucratic thinking. While funding inadequacy originates with the legislature, and achievement gaps originate with the student/family, the failure to overcome them is often rooted in parochial policies and programs, and can be overcome with the right leadership, creative thinking, and courage. Successful governing boards recognize they must innovate (market, partner, innovative instruction). As alternatives to traditional public school continue to expand, districts must recognize parents as the consumers they are. CSBA is in a unique position to serve as a leader and a clearinghouse for innovative solutions. Rather than relying on a once-a-year conference, CSBA should be "driving" year-round webinars and seminars on best (new) practices for instruction, successful community partnerships, and aggressive marketing programs. A second big opportunity is to assist governing boards in being a greater influence in selecting, supporting, and tracking legislators who will truly be education advocates.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: John E. Andersen *Date:* Dec. 16, 2015

Resume – CSBA Delegate **John E. Andersen**

Professional Summary

- **WealthCare Alliance – Financial Advisor** – 2006 to Present
  - Provide financial advisory and retirement planning services to both individual and business clients.
- **J. Jireh and Associates – Senior Account Manager** – 1999 -2005
  - For corporate clients, provide technical staffing support for engineering and IS/IT positions.
- **Verizon/GTE – Section Manager** – 1977-1999
  - President's Leadership Award – Two-time recipient in program/project management roles.
  - Develop system strategic plans and budgets (departmental; capital) at both a departmental and line-of-business level.
  - Directing work-groups in excess of 40 employees and direct budgets of $10M.
  - Directing various corporate realignments of information system workgroups.

Education, Professional Development

- **Occidental College**, 1977; BA, Economics
- **Securities Licenses (Financial Services)** – Series 7, Series 66, CA Insurance License

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Volunteer/Community Organizations

- Current
  - Surepath (consumer credit counseling) – Board Member, Vice Chair
  - Conejo Valley Unified School District – Board of Trustees
  - Community Faith Activities – Leader of local pastors group; work with homeless.
- Past
  - PTA/PFA – 1987-2000; Recipient of Honorary Service Award.
  - Ventura County Youth Track Association – 1989 to 2002; Board Member, President.
  - Monte Vista Presbyterian Church – Elder, Teacher, Worship Leader.

Relevant Skills, Qualifications

- Group leadership, team building/participation, program/project management
- Budgeting, financial analysis
- Public speaking, lobbying

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2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: Gregory J. Barker CSBA Region-subregion #: 11B

District or COE Name: Moorpark Unified School District Years on board: 24

Profession: Retired Educator Contact Number: (805) 529 - 2845 E-mail: GBarker@Mrpk.org

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 2 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As an educator of 37 years in Ventura County, my vocation in public education transformed into an avocation. My career for so many years became a calling. Twenty-four years on the Moorpark Board of Education gave me a platform from which to learn and communicate the important issues in education that affect local school districts. I find networking with groups and speaking with individuals regarding educational issues as a trustee to be purposeful, pleasing, and satisfying. Planning dinner meetings for the VCSBA and leading the Association is another platform from which to communicate issues in education. Having taken the opportunity to speak to state and local representatives regarding public education, being a delegate is a simple extension to my continuing service.

I have served on the Ventura County School Boards Association executive board for six years, four as Vice President of Programs, and I am in my second year as President. This is my second year as a delegate.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am not reluctant to lead. As the senior member of my board, I have had the opportunity to serve as President on six occasions and have held a position on the VCSBA executive board for six years. I strive to communicate and bring consensus. Over the years, I have advocated for Board/Management team-building to provide a unified vision and policy-based leadership for all stakeholders. I enjoy the opportunity to engage and reach out. I have interacted with school sites and communicated with parents, administrators, educators, classified staff and students regarding programs and concerns in the district and on campus. I continue to participate and support community events that have supported our children and schools in the community. I am proud to be recognized by the VC Innovates with a Pathfinder Award 2015 for my involvement with the development of Career Technical Education in Moorpark. I yearn to learn. I strive to stay current regarding issues in public education. MIG graduate.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards today is the need for each board member to understand his or her role on an elected governing team. The governing board is the foundation for student success and therefore must learn and stay current with issues in education. This initial step is achieved by training. Board members must learn governing skills and be current with educational issues in order to work as a team to create a vision for student learning. CSBA provides the Masters of Governance, Webinars, the AECCSBA, legislative actions, and networking opportunities to link school boards with the information and conversation needed to tackle the ever shifting public education landscape. VCSBA brings current issues to the forefront with timely presentations on issues that affect all districts in the county. When the school board governs efficiently, the district stakeholders thrive.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Gregory J. Barker *Date:* January 4, 2016

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2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

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Name: Rob Collins

CSBA Region-subregion #: 11/B

District or COE Name: Simi Valley USD

Years on board: 11

Profession: College Professor

Contact Number: 805=527-1946

E-mail: robdisimi@aol.com.

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 4 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in returning as a Delegate to continue to help CSBA as an advocate for the public schools and students of California. My experiences as a teacher, administrator, Community College Professor, Ventura County and Simi Valley Trustee have given me a lifetime of valuable insight about the issues we are currently faced with in California. I hope to continue to use this experience to improve the quality of education for our students in Simi Valley, California and the nation.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been involved in advocating for public schools and students for many years. I was twice elected President of the Tri-County Education Coalition which is one of the strongest education coalitions in the state. I have served on CSBA,s Legislative Committee. I have been elected to the Ventura County School Board and to the Simi Valley Unified School Board. I have served three years as President of the Simi Valley School Board. I also continue to be active in many other activities in my community. I am currently serving on the Executive Board of the Ventura County School Board Association (VCSBA). Over the years I have been on the Advisory Board for the Simi Valley Education Foundation, Advisor for Teen Court, Academic Decathlon Coach, and Director of the local "Read Across America" program. I currently serve as Vice Chair of the Simi Valley Heroin Prevention Task Force which has received nationwide attention in helping communities educate and inform about the dangers of drug adduction and abuse.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe the biggest challenge we currently face is trying to get California to adequately fund our public schools. It is tragic that a rich state like California is so far below the average of other states in funding their public schools. California allocates $3,427 per pupil less than the national average. In order to move California to the national average, the state would have to spend at a minimum an aditional $10 Billion. California's failure to adequately fund education reflects a failure on the part of California's law makers.

CSBA is currently suing the state of California for not meeting the Constitutional duty to adequately fund our students in California. We all need to help CSBA in this legal fight by educating the public and our local legislators on the need to make education funding a top priority. If we are to meet the Common Core Standards, close the achievement gaps, and have our students Career and Job ready in this 21st Century, we must help CSBA in this critical struggle in every way we can.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Rob Collins

Date: 1/5/2016

Rob Collins
3708 Martz Street,
Simi Valley, CA. 93063
805-527-1946

QUALIFICATIONS:

Retired from the Simi Valley Unified School District after thirty years as a teacher and school administrator. First elected to the Simi Valley Board of Education in 2004 and re-elected in 2004 and 2008. Served three years as President of the Board. Past member of the Ventura County Board of Education. Currently teach Political Science classes as an adjunct professor at College of the Canyons in Santa Clarita. Named "Teacher of the Year" in Simi Valley in 1998. Past-President of the Tri-County Education Coalition. Served for two years on the CSBA Legislative Committee. Currently on the Executive Board of the Ventura County School Board Association and completing my third term as a member of the CSBA Delegate Assembly. Also currently the Vice Chair of the Simi Valley Heroin Prevention Task Force.

EDUCATION:

- M.A Degree in American History
- B.A. Degree in History/Political Science; minor in Speech and Debate
- Standard Secondary and Administrative Service Credentials
- Many years of teaching at the Middle School, High School and College levels.

LEADERSHIP EXPERIENCE:

- Elected to three terms on the Simi Valley Board of Education.
- Past Member of the Ventura County Board Of Education.
- Past President of the Tri County Education Coalition.
- Executive Board Member of the Ventura County School Board Association.
- Served on CSBA Legislative Committee.
- High School Academic Decathlon Coach for 15 years—Won four Ventura County Championships.
- Past Advisory Board Member of the Simi Valley Education Foundation.
- Advisor of the Simi Valley Teen Court Program for ten years.
- Western Association of Schools and Colleges (WASC) Visiting Team Member.
- Past Director of Simi Valley "Read Across America" program.
- Currently Adjunct Professor of Political Science at College of the Canyons.
- Currently Vice Chair of the Simi Valley Heroin Prevention Task Force.
- Member of Leadership Simi Valley, Class of 2006.

csba
California School Boards Association

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: Vianey Lopez

CSBA Region-subregion #: 11 B

District or COE Name: Hueneme Elementary School District

Years on board: 3

Profession: Office Administrator

Contact Number: 805-204-7500

E-mail: vianey.lopez56@gmail.com

Are you a continuing Delegate? ☑ Yes ☐ No If yes, how long have you served as a Delegate? 1 year

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As the student population in California has changed, with an increase in the number of Latino students, I believe there is more room for representation and advocacy on their behalf. My interest in continuing as a delegate comes from the responsibility I believe I have to represent and advocate for minority and Latino students. I want to have a more active role in the activity of CSBA that influences the policies that can help students succeed, not only during their time as students but also what will help them after they graduate high school. I am a product of the school district I represent and have continued to live in the same neighborhood where I grew up. My experience in this public school system allowed me to succeed then ast a student and now as a professional and it can do the same for many more students.

Please describe your activities and involvement on your local board, community, and/or CSBA.

My first priority in community involvement is in my local school board, I have worked to have a presence in the district schools to be a resource for those I represent including students and parents. Outside of the school board I have been involved in different organizations that include my position as a board member for a non-profit organization focused on youth leadership and development, known as Future Leaders of America. My membership in the local chapter of the League of United Latin Americans (LULAC) has contributed to my awareness and support of civil rights issues happening locally and nationally. Through the Ventura County Women's Political Council I have been active in promoting and advocating for women's rights through leadership of women in local and elected office.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

While every governing board has different challenges, I believe funding is at the core of the most commonly shared issues across the state. What a district and board can accomplish is based on the financial stability and the resources available to accomplish the goals and mission of districts. CSBA can help address this issue by continuing the advocacy work with elected officials at the state level and as needed through legislation. Opportunities for training and information provided by CSBA also contributes to the growth and improvement of boards by understand the challenges they face and finding solutions to those issues.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Vianey Lopez

Date: 01/07/16

Vianey Lopez

3004 Jackson St. Oxnard, CA 93033 | vianey.lopez56@gmail.com | (805) 204-7500

Education

Pepperdine University — Malibu, CA — April 2012
Master of Public Policy

Loyola Marymount University — Los Angeles, CA — August 2009
Bachelor of Business Administration in International Business and Travel and Tourism

Experience

Congresswoman Lois Capps — Santa Barbara, CA — May 2013 – present
District Manager and Scheduler

- Maintain calendar of activity for representative while keeping track of and corresponding to event invitations
- Supervise internship program, interviewing and managing interns and projects
- Oversee 3 district offices and staff, being key contact for activity in district

Oxnard Downtown Management District — Oxnard, CA — January 2012 – present
Program Coordinator

- Organized records and evaluated systems to improve office efficiency
- Maintained financial records of income and expenditures for organization
- Provided support in programming and marketing initiatives to enhance district

Congresswoman Lois Capps — Port Hueneme, CA — May 2010 – December 2011
Congressional Caseworker

- Assist constituents in federal agency related matters to obtain timely consideration
- Serve as a liaison between constituents, federal agencies and Rep. Capps
- Conduct research in support of constituent concerns for information and processes

Oxnard CVB/ CA Welcome Center — Oxnard, CA — October 2009 – August 2010
Administrative Assistant/ Concierge

- Retain volunteer ambassador program through communication and record keeping
- Perform daily office duties including answering phones, sort mail, small projects
- Restructure and maintain documentation of daily and monthly visitor statistics

Early Academic Outreach Program, UCSB — Oxnard, CA — June – July 2009
STEM Math Institute Lead Tutor

- Supervised tutoring staff and assisted in the management of the summer program
- Organized college fair for parent-student Open House event and Awards Night
- Collaborated with program director and counselor to create program manual
-

Other Experience

Future Leaders of America — Ventura, CA — April 2011 – present
Board Member

- Contribute to redevelopment of low participating board to more active group
- Board Secretary April 2011-February 2013; Treasurer as of February 2013
- Documented board meetings and maintained records of relevant documents

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/Lisa Cline Date of Meeting: 2/17/16

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____
SECTION D: ACTION __X__
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

REQUEST FOR APPROVAL OF RESOLUTION #15-25 AUTHORIZING THE EXECUTION, DELIVERY AND SALE OF CERTIFICATES OF PARTICIPATION IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $8,000,000.00 TO ACQUIRE AND IMPROVE REAL PROPERTY AND APPROVING RELATED DOCUMENTS AND ACTIONS (Morales/Cline)

The Administration will present for consideration for approval Resolution #15-25 that will authorize the execution, delivery and sale of Certificates of Participation in the maximum aggregate principal amount of $8,000,000.00. This financing is necessary to provide a source of funding to acquire and improve real property for educational uses in the district.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board consider approval of Resolution #15-25 of the Board of Trustees of the Oxnard School District Authorizing the Executing, Delivery and Sale of Certificates of Participation in the Maximum Aggregate Principal Amount of $8,000,000.00 to Acquire and Improve Real Property and Approving Related Documents and Actions, and authorize district representatives to execute and deliver related documents and take related actions.

ADDITIONAL MATERIAL

Attached: Resolution #15-25 (4 pages)
Form of Site Lease (8 pages)
Form of Lease Agreement (27 pages)
Form of Assignment Agreement (5 pages)
Form of Trust Agreement (54 pages)
Form of Preliminary Official Statement (POS) (94 pages)
Form of Certificate Purchase Agreement (18 pages)

RESOLUTION NO. 15-25

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT (VENTURA COUNTY, CALIFORNIA) AUTHORIZING THE EXECUTION, DELIVERY AND SALE OF CERTIFICATES OF PARTICIPATION IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $8,000,000 TO ACQUIRE AND IMPROVE REAL PROPERTY AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the Oxnard School District (the "District") requires a source of financing to acquire and improve real property for educational uses (the "Project"); and

WHEREAS, in order to provide funds to finance the Project, the District proposes to lease certain land and improvements located thereon (the "Leased Property"), to the Public Property Financing Corporation of California (the "Corporation") under a Site Lease in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has proposed to lease the Leased Property back to the District under a Lease Agreement in consideration of the agreement by the District to pay semiannual lease payments (the "Lease Payments"); and

WHEREAS, the Corporation will assign its right to receive the Lease Payments to U.S. Bank National Association, as trustee (the "Trustee"), and in consideration of such assignment the Trustee will execute and deliver not to exceed $8,000,000 aggregate principal amount of 2016 Certificates of Participation (Property Acquisition and Improvement Project), each evidencing a direct, undivided fractional interest in the Lease Payments (the "Certificates"), the proceeds of which will be applied to finance the Project, as provided in a Trust Agreement among the Corporation, the District and the Trustee; and

WHEREAS, the District is authorized to enter into the Site Lease and the Lease Agreement under Section 17456 of the Education Code of the State of California, provided that the proceeds thereof are applied for capital outlay purposes of the District; and

WHEREAS, as required pursuant to Education Code Section 17150.1, the District has, at least thirty days prior to the date hereof, provided notice to the Ventura County Superintendent of Schools and Ventura County Auditor, of its intention to proceed with the issuance of the Certificates, together with evidence of its ability to repay the proposed Certificates; and

WHEREAS, the Board of Trustees wishes at this time to authorize and approve all proceedings for the financing of the Project, the delivery and sale of the Certificates for such purpose, and all related documents and actions, in furtherance of the public purposes of the District;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Trustees of the Oxnard School District as follows:

Section 1. Approval of Financing Plan and Related Documents. The Board of Trustees hereby approves the financing plan outlined above. To that end, the Board

of Trustees hereby approves each of the following financing documents in substantially the respective forms on file with the Clerk of the Board together with any changes therein or additions thereto deemed advisable by the Superintendent or the Assistant Superintendent, Business and Fiscal Services (both, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of such approval:

- Site Lease between the District as lessor and the Corporation as lessee, whereby the District leases the Leased Property to the Corporation in consideration of the payment by the Corporation to the District of an upfront rental payment which is sufficient to enable the District to finance the Project, including the payment of related delivery costs.

- Lease Agreement between the Corporation as lessor and the District as lessee, whereby the Corporation leases the Leased Property back to the District in consideration of the payment by the District of semiannual lease payments.

- Trust Agreement among the District, the Corporation and the Trustee, whereby the Trustee agrees to execute and deliver the Certificates.

An Authorized Officer is hereby authorized to identify a District-owned site to serve as the Leased Property in order to accomplish the financing plan described herein, which site shall be particularly described in the foregoing documents. An Authorized Officer is authorized and directed for and in the name and on behalf of the District to execute and attest the final form of each of the foregoing documents. The schedule of lease payments attached to the Lease Agreement shall correspond to the payments of principal and interest represented by the Certificates, to be determined upon the sale thereof as set forth in Section 2.

Section 2. Negotiated Sale of Certificates. The Board of Trustees hereby approves the sale of the Certificates on a negotiated basis to Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), pursuant to the terms and provisions of a Certificate Purchase Agreement (the "Certificate Purchase Agreement") between the District and the Underwriter. An Authorized Officer is hereby authorized and directed to execute and deliver the Certificate Purchase Agreement for and in the name and on behalf of the District, in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and additions thereto deemed advisable by an Authorized Officer, whose execution thereof shall be conclusive evidence of such approval. The Certificates shall be sold at a true interest cost of not to exceed 6.0%, and the amount of the Underwriter's discount on the sale of the Certificates shall not exceed 0.5% of the par amount thereof. The District hereby authorizes the delivery and performance of the Certificate Purchase Agreement.

Section 3. Official Statement. The Board of Trustees hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule), the Preliminary Official Statement describing the Certificates in the form on file with the Secretary. An Authorized Officer is hereby individually authorized, at the request of the Underwriter, to execute an appropriate certificate affirming the Board of Trustees' determination that the Preliminary Official Statement has been deemed final

within the meaning of such Rule. Distribution of the Preliminary Official Statement to prospective purchasers of the Certificates is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board of Trustees hereby authorizes the distribution of the Final Official Statement by the Underwriter. The Final Official Statement shall be executed in the name and on behalf of the District by an Authorized Officer.

Section 4. Engagement of Professional Services. The Board of Trustees hereby approves the engagement for special counsel services with the firm of Jones Hall, A Professional Law Corporation and the engagement of Caldwell Flores Winters, Inc., for financial advisory services, pursuant to agreements between the District and both of said firms in the form on file with the Assistant Superintendent, Business and Fiscal Services.

Section 5. Official Actions. The Board President, the Superintendent, the Assistant Superintendent, Business and Fiscal Services, the Secretary and/or Clerk of the Board and all other officers of the District are each authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, leases and other instruments of conveyance, warrants, termination and other documents, which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Said authority extends to applying for municipal insurance for the Certificates, if in the best interests of the District. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated in writing by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 6. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * *

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on February 17, 2016, by the following vote:

AYES:

NOES:

ABSENT:

By:_____
President of the Board of Trustees
Oxnard School District, County of
Ventura, California

ATTEST:

By:_____
Clerk of the Board of Trustees

TO BE RECORDED AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Courtney L. Jones, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

This SITE LEASE (this "Site Lease"), dated as of March 1, 2016, is between the OXNARD SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California, as lessor (the "District"), and the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit corporation duly organized and existing under the laws of the State of California, as lessee (the "Corporation").

B A C K G R O U N D :

1. The District is proceeding to finance the acquisition and improvement of real property to be used by the District for educational purposes (the "Project").

2. In order to provide funds to finance the Project, the District has leased the land and buildings comprising the District's _____ School at _____ Avenue, Oxnard, California, as described more fully in Appendix A attached hereto and made a part hereof (the "Leased Property"), to the Corporation under this Site Lease in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has agreed to lease the Leased Property back to the District under a Lease Agreement dated as of March 1, 2016 (the "Lease Agreement"), which has been recorded concurrently herewith, in consideration of the agreement by the District to semiannual lease payments (the "Lease Payments").

3. The Corporation has agreed to assign its right to receive the Lease Payments to U.S. Bank National Association, as trustee (the "Trustee"), and in consideration of such assignment the Trustee has agreed to execute and deliver $_____ aggregate principal amount of 2016 Certificates of Participation (Property Acquisition and Improvement Project) (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments to be paid by the District under the Lease Agreement, the proceeds of which will be applied by the Corporation to finance

the acquisition and construction of the Project under a Trust Agreement dated as of March 1, 2016 (the "Trust Agreement"), between the Corporation, the District and the Trustee.

4. The Corporation has been organized for the purpose of providing financial assistance to the District and is authorized to enter into financing documents for that purpose.

5. The District is authorized to enter into this Site Lease and the Lease Agreement under Section 17456 of the Education Code of the State of California.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Corporation formally covenant, agree and bind themselves as follows:

SECTION 1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Site Lease have the respective meanings given them in the Trust Agreement.

SECTION 2. *Lease of Leased Property.* The District hereby leases the Leased Property to the Corporation, and the Corporation hereby leases the Leased Property from the District, on the terms and conditions hereinafter set forth.

SECTION 3. *Term; Possession*. The term of this Site Lease commences, and the Corporation becomes entitled to possession of the Leased Property, as of the date of recordation hereof. This Site Lease ends, and the right of the Corporation hereunder to possession of the Leased Property thereupon ceases, on the date on which all of the outstanding Certificates are paid in full, or provision is made for such payment in accordance with the Trust Agreement, and the Trust Agreement has been discharged under Section 13.01 thereof, but under any circumstances not later than _____ 1, 20__.

SECTION 4. *Rental*. The Corporation shall pay to the District as and for rental of the Leased Property hereunder, from the proceeds of sale of the Certificates, the amount of $_____ (the "Site Lease Payment") to be paid on or before the date of execution and delivery hereof. From the proceeds of the Site Lease Payment, there will be deposited in the Project Fund funds required to finance the Project as set forth in the Lease Agreement and in the Trust Agreement. The District shall ensure that the proceeds of the Site Lease Payment are applied solely for capital outlay purposes.

The Corporation and the District hereby find and determine that the total amount of the Site Lease Payment does not exceed the estimated value of the leasehold interest in the Leased Property which is conveyed hereunder by the District to the Corporation. No other amounts of rental is due and payable by the Corporation for the use and occupancy of the Leased Property under this Site Lease.

SECTION 5. *Assignments and Subleases*. Unless the District is in default under the Lease, the Corporation may not assign its rights under this Site Lease or sublet all or

any portion of the Leased Property, except as provided in the Lease, without the prior written consent of the District.

SECTION 6. *Right of Entry*. The District reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 7. *Termination*. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property will remain thereon and title thereto will vest thereupon in the District for no additional consideration.

SECTION 8. *Default*. If the Corporation defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Corporation, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Agreement shall be deemed to occur as a result thereof and this Site Lease may not be terminated by the District as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the District shall continue to pay the Lease Payments to the Trustee.

SECTION 9. *Amendments.* The Corporation and the District may at any time amend or modify any of the provisions of this Site Lease, but only: (a) with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Certificates; or (b) without the consent of the Trustee or any of the Certificate Owners, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District or the Corporation contained in this Site Lease, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the District or the Corporation,

(ii) to cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, for the purpose of conforming to the original intention of the District and the Corporation,

(iii) to amend any provision thereof relating to the Tax Code, but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest represented by any of the Certificates under the Tax Code, in the opinion of Bond Counsel,

(iv) to amend the description of any component of the Leased Property to reflect accurately the property originally intended to be included therein, or to effectuate any substitution of property as permitted by Section 4.6 of the Lease Agreement or any release or property as permitted by Section 4.7 of the Lease Agreement,

(v) in any other respect whatsoever as the Corporation and the District deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments do not materially adversely affect the interests of the Owners of the Certificates.

The District must obtain and cause to be filed with the Trustee an opinion of Bond Counsel with respect to any amendment or modification hereof, stating that all conditions precedent to such amendment as set forth in this Section have been satisfied. Promptly following the effective date of any amendment or modification under this Section, the District must mail written notice thereof to each rating agency which then maintains a rating on the Certificates.

SECTION 10. *Quiet Enjoyment*. The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease Agreement and subject only to Permitted Encumbrances.

SECTION 11. *Waiver of Personal Liability*. All liabilities under this Site Lease on the part of the Corporation are solely corporate liabilities of the Corporation as a nonprofit corporation, and the District hereby release each and every member and officer of the Corporation of and from any personal or individual liability under this Site Lease. No member or officer of the Corporation or its governing board is at any time or under any circumstances individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

SECTION 12. *Taxes*. The District will pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

SECTION 13. *Eminent Domain*. If the whole or any part of the Leased Property, or any improvements thereon, are taken by eminent domain proceedings, the interest of the Corporation will be the aggregate amount of the then unpaid principal components of the Lease Payments payable under the Lease Agreement and the balance of the award, if any, will be paid to the District. The District hereby waives any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Leased Property through the eminent domain powers of the District.

SECTION 14. *Partial Invalidity*. If any one or more of the terms, provisions, covenants or conditions of this Site Lease are to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease will be affected thereby, and each provision of this Site Lease will be valid and enforceable to the fullest extent permitted by law.

SECTION 15. *Notices*. Any notice, request, complaint, demand or other communication under this Site Lease must be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission, at its number set forth below. Notice will be effective either (a) upon transmission by facsimile, (b) 48 hours after deposit in the United States mail, postage

prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District, the Corporation and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder. Notices may be delivered in via e-mail to the officer identified below but will only be effective upon receipt by the sender of an acknowledgment of such recipient.

If to the District*:*	Oxnard School District 1051 South A Street Oxnard, California 93030 Fax: (___) ___-____ Attention: Assistant Superintendent, Business and Fiscal Services
If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, California 91361 Attention: Secretary Fax: (805) 267-7142
If to the Trustee:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Lox Angeles, California Attention: Global Corporate Trust Services Fax: (___) ___-____

SECTION 16. *Governing Law*. This Site Lease shall be governed by the laws of the State of California.

SECTION 17. *Third Party Beneficiary.* The Trustee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 18. *Binding Effect*. This Site Lease inures to the benefit of and is binding upon the Corporation, the District and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 19. *Severability of Invalid Provisions*. If any one or more of the provisions contained in this Site Lease are for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Site Lease and such invalidity, illegality or unenforceability shall not affect any other provision of this Site Lease, and this Site Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Corporation and the District each hereby declares that it would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

SECTION 20. *Section Headings*. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

SECTION 21. *Execution in Counterparts*. This Site Lease may be executed in any number of counterparts, each of which is an original but all together constitute one and the same instrument. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Corporation and the District, all with the same force and effect as though the same counterpart had been executed by both the Corporation and the District.

SECTION 22. *Defined Terms*. All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Trust Agreement.

IN WITNESS WHEREOF, the District and the Corporation have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

OXNARD SCHOOL DISTRICT, *as lessor*

By _____
Assistant Superintendent,
Business and Fiscal Services

Attest

_____
Clerk of the
Board of Trustees

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA,
as lessee

By _____
Treasurer

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in the City of Oxnard, County of Ventura, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

TO BE RECORDED AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Courtney L. Jones, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

LEASE AGREEMENT

Dated as of March 1, 2016

between the

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA
as lessor

and the

OXNARD SCHOOL DISTRICT
as lessee

Relating to

$_____
2016 Certificates of Participation
(Property Acquisition and Improvement Project)

LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease"), dated as of March 1, 2016, is between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and the OXNARD SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California (the "District").

B A C K G R O U N D :

1. The District is proceeding to finance the acquisition and improvement of real property to be used by the District for educational purposes (the "Project").

2. In order to provide funds to finance the Project, the District has leased the land and buildings comprising the District's _____ School at _____ Avenue, Oxnard, California, as described more fully in Appendix A attached hereto and made a part hereof (the "Leased Property"), to the Corporation under a Site Lease recorded concurrently herewith in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has agreed to lease the Leased Property back to the District under this Lease Agreement dated as of March 1, 2016 (the "Lease Agreement"), which has been recorded concurrently herewith, in consideration of the agreement by the District to semiannual lease payments (the "Lease Payments").

3. The Corporation has agreed to assign its right to receive the Lease Payments to U.S. Bank National Association, as trustee (the "Trustee"), and in consideration of such assignment the Trustee has agreed to execute and deliver $_____ aggregate principal amount of 2016 Certificates of Participation (Real Property Acquisition Project) (the "Certificates"), each evidencing a direct, undivided fractional interest in the lease payments to be paid by the District under the Lease Agreement, the proceeds of which will be applied by the Corporation to finance the acquisition and construction of the Project under a Trust Agreement dated as of March 1, 2016 (the "Trust Agreement"), between the Corporation, the District and the Trustee.

4. The Corporation has been organized for the purpose of providing financial assistance to the District and is authorized to enter into financing documents for that purpose.

5. The District is authorized to enter into this Site Lease and the Lease Agreement under Section 17456 of the Education Code of the State of California.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Corporation formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF INTERPRETATION

SECTION 1.1. *Definitions.* Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Lease have the respective meanings specified in the recitals hereof and in Appendix A to the Trust Agreement.

SECTION 1.2. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Lease; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II
COVENANTS, REPRESENTATIONS AND WARRANTIES

SECTION 2.1. *Covenants, Representations and Warranties of the District.* The Corporation makes the following covenants, representations and warranties to the District as of the Closing Date

(a) Due Organization and Existence. The District is an elementary school district duly organized and validly existing under the laws of the State of California, has full legal right, power and authority under the laws of the State of California to enter into this Lease, the Site Lease and the Trust Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the District has duly authorized the execution and delivery of this Lease, the Site Lease and the Trust Agreement.

(b) Due Execution. The representatives of the District executing this Lease, the Site Lease and the Trust Agreement have been fully authorized to execute the same under a resolution duly adopted by the Board of Trustees of the District.

(c) Valid, Binding and Enforceable Obligations. This Lease, the Site Lease and the Trust Agreement have been duly authorized, executed and delivered by the District and constitute the legal, valid

and binding agreements of the District enforceable against the District in accordance with their respective terms.

(d) No Conflicts. The execution and delivery of this Lease, the Site Lease and the Trust Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease and the Trust Agreement or the financial condition, assets, properties or operations of the District.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Lease, the Site Lease and the Trust Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site Lease or the Trust Agreement, or upon the financial condition, assets, properties or operations of the District, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease or the Trust Agreement or the financial conditions, assets, properties or operations of the District.

SECTION 2.2. *Covenants, Representations and Warranties of the Corporation.* The Corporation makes the following covenants, representations and warranties to the District as of the Closing Date

(a) Due Organization and Existence. The Corporation is a nonprofit corporation duly organized and existing under the laws of the State of California, has full legal right, power and authority to enter into this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement and to carry out and consummate all transactions contemplated hereby and thereby, and by proper action the Corporation has duly authorized the execution and delivery of this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement.

(b) Due Execution. The representatives of the Corporation executing this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement are fully authorized to execute the same under official action taken by the Board of Directors of the Corporation.

(c) Valid, Binding and Enforceable Obligations. This Lease, the Site Lease, the Trust Agreement and the Assignment Agreement have been duly authorized, executed and delivered by the Corporation and constitute the legal, valid and binding agreements of the Corporation, enforceable against the Corporation in accordance with their respective terms.

(d) No Conflicts. The execution and delivery of this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which the Corporation is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Trust Agreement and the Assignment Agreement or the financial condition, assets, properties or operations of the Corporation.

(e) Consents and Approvals. No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the

execution and delivery of this Lease, the Site Lease, the Trust Agreement or the Assignment Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Lease, the Site Lease, the Trust Agreement or the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Lease, the Site Lease, the Trust Agreement or the Assignment Agreement or the financial conditions, assets, properties or operations of the Corporation.

ARTICLE III

DEPOSIT AND APPLICATION OF FUNDS; CONSTRUCTION OF PROJECT

SECTION 3.1. *Deposit of Moneys.* On the Closing Date, the Corporation shall cause the proceeds of sale of the Certificates to be deposited with the Trustee. Under Section 4.01 of the Trust Agreement, from the proceeds of sale of the Certificates the amount necessary to fund the Reserve Requirement will be deposited in the Reserve Fund, the estimated amount of the Costs of Issuance will be deposited in the Costs of Issuance Fund, the interest component of the Lease Payments coming due on August 1, 2016, will be deposited in the Lease Payment Fund, and the balance of such proceeds will be deposited in the Project Fund to be applied to finance the Project as set forth herein and in the Trust Agreement.

SECTION 3.2. *Construction of Project.* The District will enter into, administer and enforce all purchase orders or other contracts relating to the acquisition and construction of the Project. The District will requisition the payment of Project Costs from amounts held by it in the Project Fund, under and in accordance with Section 4.04 of the Trust Agreement. All contracts for, and all work relating to, the acquisition and construction of the Project are subject to all applicable provisions of law relating to the acquisition, construction, improvement, and equipping of like facilities and property by the District. The District will supervise and undertake to completion the acquisition and construction of the Project in accordance with the plans and specifications, purchase orders, construction contracts and other documents relating thereto and approved by the District under all applicable requirements of law.

SECTION 3.3. *Completion of Project; Certification of Completion.* The District expects that the Project will be substantially completed by _____, 201__. The failure to complete the Project by such date will not constitute an Event of Default hereunder or a grounds for termination of this Lease.

Upon the completion of the acquisition and construction of the Project, but in any event not later than 30 days following such completion, the District shall execute and deliver to the Corporation and the Trustee a written certificate which (a) states that the acquisition and construction of the Projects have been substantially completed, (b) identifies the total Project Costs theretofore paid from the Project Fund, and (c) identifies (i) the amounts, if any, to remain on deposit in the Project Fund for payment of Project Costs thereafter intended to be requisitioned by the District, and (ii) the amounts (if any) to be transferred by the Trustee from the Project Fund to the Lease Payment Fund under Section 4.04 of the Trust Agreement.

ARTICLE IV

LEASE PAYMENTS; SUBSTITUTION AND RELEASE OF PROPERTY

SECTION 4.1. *Lease of Leased Property.* The Corporation hereby leases the Leased Property to the District, and the District hereby leases the Leased Property from the Corporation, upon the terms and conditions set forth in this Lease.

SECTION 4.2. *Term.* The Term of this Lease commences on the date of execution and delivery hereof and ends on the date on which the Trust Agreement is discharged under Section 13.01 thereof, but under any circumstances not later than ____ 1, 20__. The provisions of this Section are subject to the provisions of Section 4.6 relating to the substitution of property, the provisions of Section 4.7 relating to the release of property, and the provisions of Section 6.2 relating to the taking in eminent domain of the Leased Property or any portion thereof. Notwithstanding the foregoing provisions of this Section, the District may not terminate this Lease as a remedy for a default by the Corporation.

SECTION 4.3. *Lease Payments.*

(a) Obligation to Pay. Subject to the provisions of Sections 6.2 and 6.3 and the provisions of Article IX, the District will pay to the Corporation, its successors and assigns, the Lease Payments (denominated into components of principal and interest) in the respective amounts specified in Appendix B hereto, to be due and payable in immediately available funds on the Interest Payment Dates immediately following each of the respective Lease Payment Dates specified in Appendix B, and to be deposited by the District with the Trustee on each of the Lease Payment Dates specified in Appendix B. Any amount held in the Lease Payment Fund on any Lease Payment Date (other than amounts resulting from the prepayment of the Lease Payments in part but not in whole under Article IX and other than amounts required for payment of past due principal or interest represented by any Certificates not presented for payment) will be credited towards the Lease Payment then required to be paid; and no Lease Payment need be deposited with the Trustee on any Lease Payment Date if the amounts then held in the Lease Payment Fund are at least equal to the Lease Payment then required to be deposited with the Trustee. The Lease Payments payable in any Rental Period are for the use of the Leased Property during such Rental Period.

(b) Effect of Prepayment. If the District prepays all Lease Payments in full under Sections 9.2, 9.3 or 9.4, and if the District has paid all Additional Payments then due and payable, the District's obligations under this Section will thereupon cease and terminate. If the District prepays the Lease Payments in part but not in whole under Sections 9.2, 9.3 or 9.4, the principal components of the remaining Lease Payments will be reduced in integral multiples of $5,000 among Lease Payment Dates on a basis which corresponds to the principal maturities of the Certificates which are prepaid thereby; and the interest component of each remaining Lease Payment will be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates thereby prepaid under the corresponding provisions of Section 3.01 of the Trust Agreement.

(c) Rate on Overdue Payments. If the District fails to make any of the payments required in this Section, the payment in default will continue as an obligation of the District until the amount in default has been fully paid, and the District agrees to pay the same with interest thereon, from the date of default to the date of payment at the highest rate of interest represented by any Outstanding Certificate.

(d) Fair Rental Value. The Lease Payments and Additional Payments coming due and payable during each Rental Period constitute the total rental for the Leased Property for such Rental Period, and the District will pay the Lease Payments and Additional Payments in each Rental Period for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Rental Period. The Corporation and the District have agreed and determined that the total Lease Payments represent the fair rental value of the Leased Property. In making such determination, consideration has been given to the estimated value of the Leased Property as of the Closing Date, other obligations of the District and the Corporation under this Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the District and the general public.

(e) Source of Payments; Budget and Appropriation. The Lease Payments are payable from any source of available funds of the District, subject to the provisions of Articles VI and IX. The District covenants to take such action as may be necessary to include all estimated Lease Payments and all estimated Additional Payments due hereunder in each of its final approved budgets. The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for all the actual amount of Lease Payments and Additional Payments which come due and payable during the period covered by each such budget. The covenants on the part of the District contained herein are duties imposed by law and it is the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Lease agreed to be carried out and performed by the District.

(f) Assignment. The District acknowledges that all Lease Payments have been assigned by the Corporation to the Trustee in trust under the Assignment Agreement, for the benefit of the Owners of the Certificates, and the District consents to such assignment. The Corporation directs the District, and the District agrees to pay to the Trustee at its Office, all payments payable by the District under this Section and all amounts payable by the District under Article IX.

SECTION 4.4. *Additional Payments.* In addition to the Lease Payments, the District shall pay when due, as additional rental for the Leased Property hereunder, all costs and expenses incurred by the District hereunder or under the Trust Agreement, or incurred by the Corporation to comply with the provisions of the Trust Agreement, including without limitation all Costs of Issuance (to the extent not paid from amounts on deposit in the Costs of Issuance Fund), annual compensation due to the Trustee and all of its reasonable costs and expenses (including amounts payable to the Trustee by virtue of indemnification) payable as a result of the performance of and compliance with its duties under the Trust Agreement, and all reasonable costs and expenses of attorneys, auditors, engineers and accountants engaged by the Corporation or the

Trustee in connection with the Leased Property or the performance of their duties hereunder or under the Trust Agreement.

SECTION 4.5. *Title.* At all times during the Term of this Lease, the District will hold title to the Leased Property, subject to the Site Lease and other Permitted Encumbrances, including all additions which comprise fixtures, repairs, replacements or modifications thereto, and subject to the provisions of Section 5.2.

Upon the termination of this Lease (other than under Section 8.2(b) hereof), all right, title and interest of the Corporation in and to the Leased Property will be transferred to and vested in the District. Upon the payment in full of all Lease Payments allocable to the Leased Property, or upon the deposit by the District of security for such Lease Payments as provided in Section 9.1, all right, title and interest of the Corporation in and to the Leased Property will be transferred to and vested in the District. The Corporation agrees to take any and all steps and execute and record any and all documents reasonably required by the District to consummate any such transfer of title.

SECTION 4.6. *Substitution of Property.* The District has the option at any time and from time to time to substitute other real property (the "Substitute Property") for the Leased Property or any portion thereof (the "Former Property"), provided that the District shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such substitution

(a) No Event of Default has occurred and is continuing.

(b) The District has filed with the Corporation and the Trustee, and caused to be recorded in the office of the Ventura County Recorder sufficient memorialization of, an amendment hereof which adds to Appendix A hereto a description of such Substitute Property and deletes therefrom the description of such Former Property.

(c) The District has obtained a CLTA policy of title insurance which insures the District's leasehold estate hereunder in such Substitute Property, subject only to Permitted Encumbrances, in an amount at least equal to the estimated value thereof;

(d) The District has certified in writing to the Corporation and the Trustee that such Substitute Property serves the educational purposes of the District and constitutes property which the District is permitted to lease under the laws of the State of California, and has been determined to be essential to the proper, efficient and economic operation of the District and to serve an essential governmental function of the District.

(e) The Substitute Property does not cause the District to violate any of its covenants, representations and warranties made herein or in the Trust Agreement.

(f) The District has filed with the Corporation and the Trustee an appraisal or other written documentation which establishes that the estimated value and the fair rental value of the Substitute Property

are at least equal to the estimated value and the fair rental value, respectively, of the Former Property, and that the useful life of the Substitute Property at least equals the lesser of (i) the useful life of the Former Property, or (ii) the final Lease Payment Date of the Lease Payments.

(g) The District has mailed written notice of such substitution to each rating agency which then maintains a rating on the Certificates.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Former Property and commence as to the Substitute Property, and all references to the Former Property will apply with full force and effect to the Substitute Property. The District is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such substitution. The Corporation and the District will execute, deliver and cause to be recorded all documents required to discharge this Lease against the Former Property.

SECTION 4.7. *Release of Property.* The District has the option at any time and from time to time to release any portion of the Leased Property from this Lease and the Site Lease (the "Released Property") provided that the District has satisfied all of the following requirements which are hereby declared to be conditions precedent to such release

(a) No Event of Default has occurred and is continuing.

(b) The District has filed with the Corporation and the Trustee, and caused to be recorded in the office of the Ventura County Recorder sufficient memorialization of, an amendment hereof which removes the Released Property from this Lease and the Site Lease.

(c) The District has certified in writing to the Corporation and the Trustee that the estimated value of the property which remains subject to this Lease and the Site Lease following such release is at least equal to the aggregate original principal amount of the Certificates, and the fair rental value of the property which remains subject to this Lease and the Site Lease following such release is at least equal to the Lease Payments thereafter coming due and payable hereunder.

(d) The District has mailed written notice of such release to each rating agency which then maintains a rating on the Certificates.

Upon the satisfaction of all such conditions precedent, the Term of this Lease will thereupon end as to the Released Property. The District is not entitled to any reduction, diminution, extension or other modification of the Lease Payments whatsoever as a result of such release. The Corporation and the District shall execute, deliver and cause to be recorded all documents required to discharge this Lease and the Site Lease of record against the Released Property.

SECTION 4.8. *No Merger*. It is the express intention of the Corporation and the District that this Lease and the obligations of the parties hereunder are separate and

distinct from the Site Lease and the obligations of the parties thereunder, and that during the term of the Site Lease and this Lease no merger of title or interest may occur or be deemed to occur as a result of the respective positions of the Corporation and the District thereunder and hereunder.

ARTICLE V

MAINTENANCE, TAXES, INSURANCE AND OTHER MATTERS

SECTION 5.1. *Maintenance, Utilities, Taxes and Assessments.* Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all improvement, repair and maintenance of the Leased Property are the sole responsibility of the District, and the District will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the District or any assignee or sublessee thereof. In exchange for the Lease Payments herein provided, the Corporation agrees to provide only the Leased Property, as hereinbefore more specifically set forth. The District waives the benefits of subsections 1 and 2 of Section 1932, Section 1933(4) and Sections 1941 and 1942 of the California Civil Code, but such waiver does not limit any of the rights of the District under the terms of this Lease.

The District will also pay or cause to be paid all taxes and assessments of any type or nature, if any, charged to the Corporation or the District affecting the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District is obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Corporation notifies the District that, in its reasonable opinion, by nonpayment of any such items the interest of the Corporation in the Leased Property will be materially endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide the Corporation with full security against any loss which may result from nonpayment, in form satisfactory to the Corporation and the Trustee.

SECTION 5.2. *Modification of Leased Property.* The District has the right, at its own expense, to make additions, modifications and improvements to the Leased Property or any portion thereof. All additions, modifications and improvements to the Leased Property will thereafter comprise part of the Leased Property and become subject to the provisions of this Lease. Such additions, modifications and improvements

may not in any way damage the Leased Property, or cause the Leased Property to be used for purposes other than those authorized under the provisions of state and federal law; and the Leased Property, upon completion of any additions, modifications and improvements made thereto under this Section, shall be of a value which is not substantially less than the value thereof immediately prior to the making of such additions, modifications and improvements. The District will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the District under this Section; provided that if any such lien is established and the District first notifies the Corporation of the District's intention to do so, the District may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Corporation with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Corporation. The Corporation will cooperate fully in any such contest, upon the request and at the expense of the District.

SECTION 5.3. *Public Liability and Property Damage Insurance.* The District will maintain or cause to be maintained, throughout the Term of this Lease, comprehensive general insurance in protection of the Corporation, the District and their respective members, officers, agents, employees and assigns. Such insurance shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such insurance shall provide coverage in such liability limits and be subject to such deductibles as the District deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of a program of self-insurance by the District, or in the form of the participation by the District in a joint powers authority or other program providing pooled insurance. The District shall apply the proceeds of such insurance toward extinguishment or satisfaction of the liability with respect to which the net proceeds are paid.

SECTION 5.4. *Casualty Insurance.* The District will procure and maintain, or cause to be procured and maintained, at all times throughout the Term of this Lease, casualty insurance against loss or damage to the insured buildings, facilities and other improvements constituting any part of the Leased Property, in an amount at least equal to the lesser of (a) the replacement value of such buildings, facilities and improvements, or (b) the aggregate principal amount of the Outstanding Certificates. Such insurance shall, as nearly as practicable, cover loss or damage by fire, explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and shall include earthquake coverage if such coverage is available at reasonable cost from reputable insurers in the reasonable determination of the District, whose determination is final and conclusive. Such insurance may be subject to such deductibles as the District deems prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the District in the form of self-insurance. The District shall apply the Net Proceeds of such insurance as provided in Section 6.1.

SECTION 5.5. *Rental Interruption Insurance.* The District will procure and maintain, or cause to be procured and maintained, at all times throughout the Term of this Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the buildings, facilities and other improvements constituting any part of the Leased Property, as a result of any of the hazards covered in the insurance required by Section 5.4, in an amount at least equal to the maximum Lease Payments coming due and payable during any two consecutive Fiscal Years during the remaining Term of this Lease. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the District in the form of self-insurance. The Net Proceeds of such insurance, if any, shall be paid to the Trustee and deposited in the Lease Payment Fund, and shall be credited towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

SECTION 5.6. *Recordation Hereof; Title Insurance.* The District will, at its expense, cause the Site Lease, the Assignment Agreement and this Lease to be recorded in the office of the Ventura County Recorder on or before the Closing Date. Concurrent with such recordation, the District shall obtain a CLTA title insurance policy insuring the District's leasehold estate in the Leased Property hereunder, in an amount at least equal to the aggregate principal amount of the Certificates. All Net Proceeds received under such title insurance policy will be deposited with the Trustee in the Lease Payment Fund and credited towards the prepayment of the Lease Payments under Section 9.3.

SECTION 5.7. *Insurance Net Proceeds; Form of Policies.* Each policy of insurance maintained under Sections 5.4, 5.5 and 5.6 shall name the Trustee as loss payee so as to provide that all proceeds thereunder are payable to the Trustee. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Lease. All such policies shall provide that the Trustee is given 30 days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Trustee is not responsible for the sufficiency, adequacy or amount of any insurance or self-insurance herein required and is fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss.

SECTION 5.8. *Installation of District's Personal Property.* The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Leased Property. All such items will remain the sole property of the District, in which neither the Corporation nor the Trustee has any interest, and may be modified or removed by the District at any time, provided that the District shall repair and restore any and all damage to the Leased Property resulting from the installation, modification or removal of any such items. Nothing in this Lease prevents the District from purchasing or leasing items to be installed under this Section under a lease or conditional sale agreement, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest attaches to any part of the Leased Property.

SECTION 5.9. *Liens.* The District may not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than as herein contemplated and except for such encumbrances as the District certifies in writing to the Trustee do not materially and adversely affect the leasehold estate in the Leased Property hereunder. Except as expressly provided in this Article, the District will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim, for which it is responsible, if the same shall arise at any time. The District will reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

SECTION 5.10. *Advances.* If the District fails to perform any of its obligations under this Article, the Corporation may take any necessary action to cure the failure, including the advancement of money, and the District shall repay all such advances as additional rental hereunder, with interest at the rate set forth in Section 4.3(c).

ARTICLE VI

DAMAGE, DESTRUCTION AND EMINENT DOMAIN; USE OF NET PROCEEDS

SECTION 6.1. *Application of Net Proceeds.* The Net Proceeds of any insurance award resulting from any damage to or destruction of the Leased Property by fire or other casualty shall be paid to the Trustee, as assignee of the Corporation under the Assignment Agreement, and deposited in the Insurance and Condemnation Fund to be applied as set forth in Section 6.01 of the Trust Agreement. The District shall pay the Net Proceeds of any eminent domain award with respect to the Leased Property resulting from an event described in Section 6.2 to the Trustee for deposit in the Insurance and Condemnation Fund, to be applied as set forth in Section 6.02 of the Trust Agreement.

SECTION 6.2. *Termination or Abatement Due to Eminent Domain.* If the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of this Lease will cease with respect thereto as of the day possession is so taken. If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, (a) this Lease will continue in full force and effect with respect thereto and will not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and (b) there will be a partial abatement of Lease Payments allocated thereto, in an amount to be determined by the District such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property. Notwithstanding the foregoing, the Lease Payments will not be abated under this Section to the extent that amounts in the Reserve Fund are available to pay Lease Payments which would otherwise be abated under this Section, it being hereby declared that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

SECTION 6.3. *Abatement Due to Damage or Destruction.* The amount of Lease Payments will be abated during any period in which by reason of damage or destruction (other than by eminent domain which is hereinbefore provided for) there is substantial interference with the use and occupancy by the District of the Leased Property or any portion thereof. The amount of such abatement shall be determined by the District such that the resulting Lease Payments represent fair consideration for the use and occupancy of the portions of the Leased Property not damaged or destroyed. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. In the event of any such damage or destruction, this Lease shall continue in full force and effect and the District waives any right to terminate this Lease by virtue of any such damage and destruction. Notwithstanding the foregoing, there shall be no abatement of Lease Payments under this Section to the extent that the proceeds of hazard insurance, rental interruption insurance or amounts in the Reserve Fund are available to pay Lease Payments which would otherwise be abated under this Section, it being hereby declared that such proceeds and amounts constitute a special fund for the payment of the Lease Payments.

ARTICLE VII

OTHER COVENANTS

SECTION 7.1. *Disclaimer of Warranties.* THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE DISTRICT OF THE LEASED PROPERTY OR ANY PORTION THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PORTION THEREOF. THE DISTRICT ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN, THAT THE DISTRICT LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE DISTRICT. In no event is the Corporation liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Lease or the Trust Agreement for the existence, furnishing, functioning or the District's use of the Leased Property.

SECTION 7.2. *Access to the Leased Property.* The District agrees that the Corporation and any Corporation Representative, and the Corporation's successors or assigns, may at all reasonable times enter upon and to examine and inspect the Leased Property or any part thereof. The Corporation and any Corporation Representative have such rights of access to the Leased Property or any component thereof as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the District to perform its obligations hereunder; *provided, however,* that neither the Corporation nor any of its assigns has any obligation to cause such proper maintenance.

SECTION 7.3. *Release and Indemnification Covenants.* The District shall indemnify the Corporation, the Trustee and their respective officers, agents, successors and assigns against all claims, losses and damages, including legal fees and expenses, arising out of any of the following

(a) the use, maintenance, condition or management of, or from any work or thing done on the Leased Property by the District,

(b) any breach or default on the part of the District in the performance of any of its obligations under this Lease,

(c) any negligence or willful misconduct of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Leased Property, or

(d) any intentional misconduct or negligence of any sublessee of the District with respect to the Leased Property.

No indemnification is made under this Section or elsewhere in this Lease for willful misconduct or negligence under this Lease by the Corporation, the Trustee or their respective officers, agents, employees, successors or assigns.

SECTION 7.4. *Assignment and Subleasing by the District.* The District may sublease the Leased Property, or any portion thereof, subject to all of the following conditions

(a) This Lease and the obligation of the District to make Lease Payments hereunder shall remain obligations of the District.

(b) The District shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Corporation and the Trustee a true and complete copy of such sublease.

(c) No such sublease by the District shall cause the Leased Property to be used for a purpose which is not authorized under the provisions of the laws of the State of California.

(d) The District shall furnish the Corporation and the Trustee with a written opinion of Bond Counsel stating that such sublease does not cause the interest components of the Lease Payments to become includable in gross income for purposes of federal income taxation or to become subject to personal income taxation by the State of California.

SECTION 7.5. *Amendment of Lease Agreement.* The Corporation and the District may at any time amend or modify any of the provisions of this Lease, but only: (a) with the prior written consents of the Owners of a majority in aggregate principal amount of the Outstanding Certificates; or (b) without the consent of the Trustee or any of the Certificate Owners, but only if such amendment or modification is for any one or more of the following purposes:

(i) to add to the covenants and agreements of the District contained in this Lease, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the District;

(ii) to cure any ambiguity, or to cure, correct or supplement any defective provision contained herein, for the purpose of conforming to the original intention of the District and the Corporation;

(iii) to amend any provision thereof relating to the Tax Code, but only if and to the extent such amendment will not adversely affect the exclusion from gross income of interest represented by any of the Certificates under the Tax Code, in the opinion of Bond Counsel;

(iv) to amend the description of any component of the Leased Property to reflect accurately the property originally intended to be included therein, or to effectuate any substitution of property as permitted by Section 3.3 or any release of property as permitted by Section 3.4;

(v) to obligate the District to pay additional amounts of rental hereunder for the use and occupancy of the Leased Property or any portion thereof, but only if (A) such additional amounts of rental are pledged or assigned for the payment of any bonds, notes, leases or other obligations the proceeds of which are applied to finance the completion of the Project or other improvements to the Leased Property, and (B) the District has filed with the Trustee written evidence that the amendments made under this subsection (v) will not of themselves cause a reduction or withdrawal of any rating then assigned to the Certificates; or

(vi) in any other respect whatsoever as the Corporation and the District deem necessary or desirable, provided that, in the opinion of Bond Counsel, such modifications or amendments do not materially adversely affect the interests of the Owners of the Certificates.

The District shall obtain and cause to be filed with the Trustee an opinion of Bond Counsel with respect to any amendment or modification hereof, stating that all conditions precedent to such amendment as set forth in this Section have been satisfied. Promptly following the effective date of any amendment or modification under this Section, the District shall mail written notice thereof to each rating agency which then maintains a rating on the Certificates.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. *Events of Default Defined.* Each of the following events constitutes an Event of Default hereunder:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified herein.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed herein or in the Trust Agreement, other than as referred to in the preceding subsection (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation or the Trustee; *provided, however*, that if the District notifies the Corporation and the Trustee that in its reasonable opinion the failure stated in the notice can be corrected, but not within such 30-day period, the failure will not constitute an Event of Default if the District commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures such failure in a reasonable period of time.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 8.2. *Remedies on Default.* Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Lease. Notwithstanding anything herein or in the Trust Agreement to the contrary, there is no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the District is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise each and every one of the following remedies, subject in all respects to the limitations set forth in Section 8.3.

(a) Enforcement of Payments Without Termination. If the Corporation does not elect to terminate this Lease in the manner hereinafter provided for in subsection (b) of this Section, the District agrees to remain liable for the payment of all Lease Payments and the

performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Leased Property, or, if the Corporation is unable to re-lease the Leased Property, then for the full amount of all Lease Payments to the end of the Term of this Lease, but said Lease Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Lease Payments hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Corporation.

The District hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the District to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place in the County of Ventura for the account of and at the expense of the District, and the District hereby agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The District agrees that the terms of this Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Lease, and further agrees that no acts of the Corporation in effecting such re-leasing constitute a surrender or termination of this Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the District the right to terminate this Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subsection (b) of this Section. The District agrees to surrender and quit possession of the Leased Property upon demand of the Corporation for the purpose of enabling the Leased Property to be re-let under this paragraph. Any rental obtained by the Corporation in excess of the unpaid Lease Payments shall be deposited with the Trustee in the Lease Payment Fund, to be applied as a credit against future Lease Payments.

(b) Termination of Lease. If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Lease and re-lease all or any portion of the Leased Property. If the Corporation terminates this Lease at its option and in the manner hereinafter provided on account of default by the District (and notwithstanding any re-entry upon the Leased Property by the Corporation in any manner whatsoever or the re-leasing of the Leased Property), the District nevertheless agrees to pay to the

Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Lease Payments and Additional Payments. Any surplus received by the Corporation from such re-leasing shall be deposited in the Lease Payment Fund. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Lease, and no termination of this Lease on account of default by the District shall be or become effective by operation of law, or otherwise, unless and until the Corporation has given written notice to the District of the election on the part of the Corporation to terminate this Lease. The District agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

(c) Proceedings at Law or In Equity. If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

SECTION 8.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy is cumulative and in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article it is not necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 8.4. *Agreement to Pay Attorneys' Fees and Expenses.* If either party to this Lease defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not constitute a waiver of any other breach hereunder.

SECTION 8.6. *Application of Proceeds.* All net proceeds received from the re-lease of the Leased Property under this Article, and all other amounts derived by the Corporation or the Trustee as a result of the occurrence of an Event of Default, shall be

paid to the Trustee and applied in accordance with Section 12.04 of the Trust Agreement.

SECTION 8.7. *Trustee and Certificate Owners to Exercise Rights.* Such rights and remedies as are given to the Corporation under this Article have been assigned by the Corporation to the Trustee under the Assignment Agreement for the benefit of the Certificate Owners, to which assignment the District hereby consents. The Trustee and the Certificate Owners shall exercise such rights as provided in the Trust Agreement.

ARTICLE IX

PREPAYMENT OF LEASE PAYMENTS

SECTION 9.1. *Security Deposit.* Notwithstanding any other provision of this Lease, the District may on any date secure the payment of the Lease Payments in whole or in part by depositing with the Trustee an amount of cash which, together with other available amounts on deposit in the funds and accounts established under the Trust Agreement, is either (a) sufficient to pay such Lease Payments, including the principal and interest components thereof, in accordance with the Lease Payment schedule set forth in Appendix B, or (b) invested in whole or in part in non-callable Federal Securities in such amount as will, in the opinion of an independent certified public accountant, (which opinion shall be addressed and delivered to the Trustee), together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay such Lease Payments when due under Section 4.3(a) as the District instructs at the time of said deposit.

If the District posts a security deposit under this Section with respect to all unpaid Lease Payments and if the District has paid or caused to be paid all Additional Payments then due and payable, and notwithstanding the provisions of Section 4.2, (a) the Term of this Lease will continue, (b) all obligations of the District under this Lease, and all security provided by this Lease for said obligations, will thereupon cease and terminate, excepting only the obligation of the District to make, or cause to be made all of the Lease Payments from such security deposit, and (c) under Section 4.6, title to the Leased Property will vest in the District on the date of said deposit automatically and without further action by the District or the Corporation. Said security deposit constitutes a special fund for the payment of Lease Payments in accordance with the provisions of this Lease.

SECTION 9.2. *Optional Prepayment.* The District may exercise its option to prepay the principal components of the Lease Payments in whole, or in part in any integral multiple of $5,000, on any date on or after _____ 1, 202__, by paying a prepayment price equal to the aggregate principal components of the Lease Payments to be prepaid, without prepayment premium. Such prepayment price shall be deposited by the Trustee upon receipt in the Lease Payment Fund, to be applied to the prepayment of Certificates under Section 3.01(a) of the Trust Agreement. The District shall give the Trustee written notice of its intention to exercise its option not less than 45 days in advance of the date of exercise.

SECTION 9.3. *Mandatory Prepayment From Net Proceeds of Insurance or Eminent Domain.* The District is obligated to prepay the principal components of the Lease Payments, in whole on any date or in part on any Interest Payment Date, from and to the extent of any Net Proceeds of insurance award or eminent domain award with respect to the Leased Property theretofore deposited in the Lease Payment Fund for such purpose under Article VI hereof and Article VI of the Trust Agreement. The District and the Corporation hereby agree that such Net Proceeds, to the extent remaining after payment of any delinquent Lease Payments, shall be credited towards the District's obligations under this Section. Such prepayment price shall be deposited by the Trustee in the Lease Payment Fund to be applied to the prepayment of Certificates under Section 3.01(b) of the Trust Agreement.

SECTION 9.4. *Credit for Amounts on Deposit.* If the District prepays the principal components of the Lease Payments in full under Sections 9.2, 9.3 or 9.4, such that the Trust Agreement is discharged by its terms as a result of such prepayment, at the written election of the District filed with the Trustee any or all amounts then on deposit in the Lease Payment Fund, the Project Fund or the Reserve Fund will be credited towards the amounts then required to be so prepaid. If the District prepays the principal components of the Lease Payments in part under Sections 9.2, 9.3 or 9.4, any amount held in the Reserve Fund in excess of the Reserve Requirement may, at the written election of the District filed with the Trustee, be applied to prepay an additional principal amount of the Lease Payments.

ARTICLE X

MISCELLANEOUS

SECTION 10.1. *Notices.* Any notice, request, complaint, demand or other communication under this Lease may be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by facsimile, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District, the Corporation and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder. Notices may be delivered in via e-mail to the officer identified below but will only be effective upon receipt by the sender of an acknowledgment of such recipient.

If to the District*:* Oxnard School District
1051 South A Street
Oxnard, California 93030
Fax: (___) ___-____
Attention: Assistant Superintendent, Business and Fiscal Services

If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, California 91361 Attention: Secretary Fax: (805) 267-7142
If to the Trustee:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Lox Angeles, California Attention: Global Corporate Trust Services Fax: (___) ___-____

SECTION 10.2. *Binding Effect.* This Lease inures to the benefit of and is binding upon the Corporation, the District and their respective successors and assigns.

SECTION 10.3. *Severability.* If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding does not invalidate or render unenforceable any other provision hereof.

SECTION 10.4. *Net-net-net Lease.* This Lease is a "net-net-net lease" and the District hereby agrees that the Lease Payments are an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

SECTION 10.5. *Third Party Beneficiary.* The Trustee is hereby made a party beneficiary hereunder with all rights of a third party beneficiary.

SECTION 10.6. *Further Assurances and Corrective Instruments.* The Corporation and the District shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

SECTION 10.7. *Execution in Counterparts.* This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 10.8. *Applicable Law.* This Lease is governed by and construed in accordance with the laws of the State of California.

SECTION 10.9. *Corporation and District Representatives.* Whenever under the provisions of this Lease the approval of the Corporation or the District is required, or the Corporation or the District is required to take some action at the request of the other, such approval or such request shall be given for the Corporation by an Corporation Representative and for the District by a District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

SECTION 10.10. *Captions.* The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

IN WITNESS WHEREOF, the Corporation and the District have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first above written.

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA,
as lessor

By _____
Treasurer

OXNARD SCHOOL DISTRICT, *as lessee*

By _____
Assistant Superintendent,
Business and Fiscal Services

Attest

_____
Clerk of the
Board of Trustees

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in the City of Oxnard, County of Ventura, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

APPENDIX B

SCHEDULE OF LEASE PAYMENTS

Lease Payment Date	Principal Component	Interest Component	Aggregate Lease Payment

* Lease Payments are due no later than the 5th Business Day preceding each of the listed payment dates.

TO BE RECORDED AND WHEN RECORDED
RETURN TO:
Jones Hall, A Professional Law Corporation
475 Sansome Street, Suite 1700
San Francisco, California 94111
Attention: Courtney L. Jones, Esq.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Assignment Agreement"), dated as of March 1, 2016, is between the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

B A C K G R O U N D :

1. The Oxnard School District (the "District") is proceeding to finance the acquisition and improvement of real property to be used by the District for educational purposes (the "Project").

2. In order to provide funds to finance the Project, the District has leased the land and buildings comprising the District's _____ School at _____ Avenue, Oxnard, California, as described more fully in Appendix A attached hereto and made a part hereof (the "Leased Property"), to the Corporation under a Site Lease dated as of March 1, 2016 (the "Site Lease"), which has been recorded concurrently herewith, in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has agreed to lease the Leased Property back to the District under a Lease Agreement dated as of March 1, 2016 (the "Lease Agreement"), which has been recorded concurrently herewith, in consideration of the agreement by the District to semiannual lease payments (the "Lease Payments").

3. Under the Site Lease, the Corporation is required to cause to be deposited with the Trustee certain sums of money to be credited, held and applied in accordance with the Lease Agreement and with a Trust Agreement dated as of March 1, 2016 (the "Trust Agreement") between the Corporation, the District and the Trustee, for the purpose of financing the Project.

4. For the purpose of obtaining such moneys, the Corporation is willing to convey to certain persons (the "Owners") direct, undivided fractional interests in the Lease Payments, such interests to be evidenced and represented by the $_____ aggregate principal amount of 2016 Certificates of Participation (Property Acquisition and Improvement Project) (the "Certificates") to be delivered under the Trust Agreement.

5. In order to make such interests marketable on terms acceptable to the Corporation, the Corporation is willing to assign and transfer its rights under the Lease Agreement to the Trustee for the benefit of the Owners of the Certificates.

6. Concurrently with the delivery of this Assignment Agreement, the Trustee is executing and delivering the Certificates to Stifel, Nicolaus & Company, Incorporated, as the original purchaser thereof. The proceeds of sale of the Certificates are sufficient to permit the Corporation to make the deposits required under the Lease Agreement and the Trust Agreement.

7. Each of the parties has the authority to enter into this Assignment Agreement, and has taken all actions necessary to authorize its officers to execute it.

A G R E E M E N T :

In consideration of the material covenants contained in this Assignment Agreement, the Corporation and the Trustee hereby formally covenant, agree and bind themselves as follows:

SECTION 1. *Defined Terms*. All capitalized terms not otherwise defined herein have the respective meanings given them in the Trust Agreement.

SECTION 2. *Assignment*. The Corporation hereby transfers, assigns and sets over to the Trustee, for the benefit of the Owners of all Certificates which are executed, delivered and Outstanding under the Trust Agreement, all of the Corporation's rights under the Site Lease and the Lease Agreement (excepting only the Corporation's rights under Sections 4.4, 5.10, 7.3 and 8.4 of the Lease Agreement), including but not limited to:

(a) the right to receive and collect all of the Lease Payments from the District under the Lease Agreement,

(b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property, and

(c) the right to exercise such rights and remedies conferred on the Corporation under the Lease Agreement as may be necessary or convenient (i) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund established under the Trust Agreement, or (ii) otherwise to protect the interests of the Owners in the event of a default by the District under the Lease Agreement.

The Trustee shall administer all rights assigned to it by the Corporation under this Assignment Agreement in accordance with the provisions of the Trust Agreement, for the benefit of the Certificate Owners. Such assignment is absolute and irrevocable, and without recourse to the Corporation.

SECTION 3. *Acceptance*. The Trustee hereby accepts the assignments made herein for the purpose of securing the payments due under the Lease Agreement and Trust Agreement to, and the rights under the Lease Agreement and Trust Agreement of, the Owners of the Certificates which are executed, delivered and Outstanding under and under the Trust Agreement, all subject to the provisions of the Trust Agreement. The recitals contained herein are those of the Corporation and not of the Trustee, and the Trustee assumes no responsibility for the correctness thereof.

SECTION 4. *Conditions*. This Assignment Agreement confers no rights and imposes no duties upon the Trustee beyond those expressly provided in the Trust Agreement.

SECTION 5. *Execution in Counterparts*. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same agreement. It is also agreed that separate counterparts of this Assignment Agreement may be separately executed by the Trustee and the Corporation, both with the same force and effect as though the same counterpart had been executed by the Trustee and the Corporation.

SECTION 6. *Binding Effect*. This Assignment Agreement inures to the benefit of and binds the Corporation and the Trustee, and their respective successors and assigns, subject, however, to the limitations contained herein.

SECTION 7. *Governing Law*. This Assignment Agreement shall be governed by the Constitution and laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement by their authorized officers as of the day and year first written above.

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

By _____
Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

APPENDIX A

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in the City of Oxnard, County of Ventura, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

TRUST AGREEMENT

Dated as of March 1, 2016

among

U.S. BANK NATIONAL ASSOCIATION,
as trustee

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

and the

OXNARD SCHOOL DISTRICT

Relating to

$_____
2016 Certificates of Participation
(Property Acquisition and Improvement Project)

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APPENDIX A DEFINED TERMS
APPENDIX B FORM OF CERTIFICATE OF PARTICIPATION

TRUST AGREEMENT

This TRUST AGREEMENT (this "Trust Agreement"), dated as of March 1, 2016, is between U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee"), the PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA, a nonprofit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and the OXNARD SCHOOL DISTRICT, a school district duly organized and existing under the laws of the State of California (the "District").

B A C K G R O U N D :

1. The District is proceeding to finance the acquisition and improvement of real property to be used by the District for educational purposes (the "Project").

2. In order to provide funds to finance the Project, the District has leased the land and buildings comprising the District's _____ School at _____ Avenue, Oxnard, California (the "Leased Property"), to the Corporation under a Site Lease in consideration of the payment of an upfront rental payment in an amount sufficient for such purposes, and the Corporation has agreed to lease the Leased Property back to the District under a Lease Agreement dated as of March 1, 2016 (the "Lease Agreement"), in consideration of the agreement by the District to semiannual lease payments (the "Lease Payments").

3. The Corporation has assigned its right to receive the Lease Payments to the Trustee, and in consideration of such assignment the Trustee has agreed to execute and deliver $_____ aggregate principal amount of 2016 Certificates of Participation (Property Acquisition and Improvement Project) (the "Certificates"), each evidencing a direct, undivided fractional interest in the Lease Payments, the proceeds of which will be applied to finance the acquisition and construction of the Project , as further provided in this Trust Agreement.

A G R E E M E N T :

In consideration of the foregoing and the material covenants hereinafter contained, the District, the Corporation and the Trustee formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. *Definitions*. Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms used in this Trust Agreement have the meanings given them in Appendix A hereto.

SECTION 1.02. *Authorization*. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution hereof by the officers and persons signing it.

SECTION 1.03. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and do not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE CERTIFICATES OF PARTICIPATION

SECTION 2.01. *Authorization.* The Trustee is hereby authorized and directed upon written request from the District to register, execute and deliver to the Original Purchaser, Certificates in the aggregate principal amount of $_____. The Certificates evidence direct, undivided fractional ownership interests of the Owners thereof in the Lease Payments.

SECTION 2.02. *Date.* Each Certificate shall be dated as of the date of its execution and interest represented thereby shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless:

(a) it is executed following a Record Date and on or before the next succeeding Interest Payment Date, in which event interest represented thereby shall be payable from such Interest Payment Date,

(b) unless it is executed on or before the first Record Date, in which event interest represented thereby shall be payable from the Closing Date, or

(c) if, as of the date of any Certificate, interest represented by such Certificate is in default, in which event interest represented thereby shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to such Certificate.

SECTION 2.03. *Terms of Certificates.* Principal represented by the Certificates is payable on ____ 1 in each of the respective years and in the respective amounts, and interest represented thereby is computed at the respective rates, as follows:

Maturity Date (____ 1)	Principal Amount	Interest Rate	Maturity Date (____ 1)	Principal Amount	Interest Rate

SECTION 2.04. *Fully Registered Form; Interest.* The Certificates will be delivered in the form of fully registered Certificates without coupons in the authorized denominations of $5,000 or any integral multiple thereof, except that no Certificate shall represent principal payable in more than one year. The Trustee shall assign the Certificates such alphabetical and numerical designation as the Trustee deems appropriate.

Interest represented by the Certificates is payable on each Interest Payment Date to and including the date of maturity or prepayment, whichever is earlier, as provided in Section 2.09. Said interest represents the portion of Lease Payments designated as interest and coming due on each of the respective Interest Payment Dates. The share of the portion of Lease Payments designated as interest with respect to any Certificate shall be computed by multiplying the portion of Lease Payments designated as principal represented by such Certificate by the rate of interest represented by such Certificate (on the basis of a 360-day year consisting of twelve 30-day months).

SECTION 2.05. *Book Entry System.*

(a) Original Delivery. The Certificates will be initially executed and delivered in the form of a separate single fully registered Certificate (which may be typewritten) for

each maturity of the Certificates. Upon initial delivery, the ownership of each such Certificate will be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Certificates shall be registered in the name of the Nominee on the Registration Books.

With respect to Certificates the ownership of which is registered in the name of the Nominee, the District and the Trustee have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the District holds an interest in the Certificates. Without limiting the generality of the immediately preceding sentence, the District and the Trustee 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 Certificates, (ii) the delivery to any Depository System Participant or any other person, other than a Certificate Owner as shown in the Registration Books, of any notice with respect to the Certificates, including any notice of prepayment, (iii) the selection by the Depository of the beneficial interests in the Certificates to be prepaid if the District elects to prepay the Certificates in part, (iv) the payment to any Depository System Participant or any other person, other than a Certificate Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest represented by the Certificates or (v) any consent given or other action taken by the Depository as Owner of the Certificates. The District and the Trustee may treat and consider the person in whose name each Certificate is registered as the absolute owner of such Certificate for the purpose of payment of principal, premium, if any, and interest represented by such Certificate, for the purpose of giving notices of prepayment and other matters with respect to such Certificate, for the purpose of registering transfers of ownership of such Certificate, and for all other purposes whatsoever. The Trustee shall pay the principal, interest and premium, if any, represented by the Certificates 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, interest and premium, if any, represented by the Certificates to the extent of the sum or sums so paid. No person other than a Certificate Owner may receive a Certificate evidencing the obligation of the District to make payments of principal, interest and premium, if any, under this Trust Agreement. 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, 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 Trustee.

(b) Representation Letter. In order to qualify the Certificates for the Depository's book-entry system, the District shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Certificates. 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 Trustee any obligation whatsoever with respect to persons having interests in the Certificates other than the Certificate Owners. Upon the written acceptance by the Trustee, the Trustee shall agree to take all action reasonably necessary for all representations of the District in such letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of such letter, the District may take any other actions, not inconsistent with this Trust Agreement, to qualify the Certificates for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. If either (i) the Depository determines not to continue to act as Depository for the Certificates, 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 Trustee in the issuance of replacement Certificates by providing the Trustee with a list showing the interests of the Depository System Participants in the Certificates, and by surrendering the Certificates, registered in the name of the Nominee, to the Trustee on or before the date such replacement Certificates are to be executed and delivered. The Depository, by accepting delivery of the Certificates, 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 Certificates 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 Certificates shall designate, in accordance with the provisions hereof.

If the District determines that it is in the best interests of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the District may notify the Depository System Participants of the availability of such certificated Certificates through the Depository. In such event, the Trustee will execute, register, transfer and exchange Certificates as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the District shall cooperate with the Depository in taking appropriate action (y) to make available one or more separate certificates evidencing the Certificates to any Depository System Participant having Certificates credited to its account with the Depository, or (z) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Certificates, all at the District's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Trust Agreement to the contrary, so long as any Certificate is registered in the name of the Nominee, all payments with respect to principal, interest and premium, if any, represented by such Certificate and all notices with respect to such Certificate 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 2.06. *Form and Execution of Certificates.* The Certificates shall be substantially in the form set forth in Appendix B hereto. The Trustee shall execute the Certificates with the manual signature of an authorized signatory of the Trustee. If any person whose signature appears on any Certificate ceases to be an authorized signatory before the date of delivery of said Certificate, such signature shall nevertheless be as effective as if such person had remained an authorized signatory until such date.

SECTION 2.07. *Transfer and Exchange.*

(a) Transfer of Certificates. The registration of any Certificate may, in accordance with its terms, be transferred upon the Registration Books by the person in whose name it is registered, in person or by duly authorized attorney, upon surrender of such Certificate for cancellation at the Office of the Trustee, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, manually executed. Whenever any Certificate or Certificates shall be surrendered for registration of transfer, the Trustee shall execute and deliver a new Certificate or Certificates representing the

same maturity, interest rate and aggregate principal amount, in any authorized denominations. The District shall pay all costs of the Trustee incurred in connection with any such transfer, except that the Trustee may require the payment by the Certificate Owner of any tax or other governmental charge required to be paid with respect to such transfer.

(b) Exchange of Certificates. Certificates may be exchanged at the Office of the Trustee, for a like aggregate principal amount of Certificates representing other authorized denominations of the same interest rate and maturity. The District shall pay all costs of the Trustee incurred in connection with any such exchange, except that the Trustee shall require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

(c) Limitations on Transfer or Exchange. The Trustee may refuse to transfer or exchange either (i) any Certificate during the period established by the Trustee for the selection of Certificates for prepayment, or (ii) any Certificate which the Trustee has selected for prepayment in whole or in part under the provisions of Section 3.02.

SECTION 2.08. *Certificates Mutilated, Lost, Destroyed or Stolen.* If any Certificate is mutilated, the Trustee, at the expense of the Owner of such Certificate, shall execute and deliver a new Certificate of like principal amount, interest rate and maturity in replacement for the Certificate so mutilated, but only upon surrender to the Trustee of the Certificate so mutilated. The Trustee shall cancel and destroy every mutilated Certificate so surrendered to it and shall deliver a certificate of destruction to the District at the request of the District. If any Certificate is lost, destroyed or stolen, evidence of such loss, destruction or theft must be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and if an indemnity satisfactory to the Trustee is given, the Trustee, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like principal amount, interest rate and maturity and numbered as the Trustee shall determine in lieu of and in replacement for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each replacement Certificate delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. Any Certificate delivered under the provisions of this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally entitled to the benefits of this Trust Agreement with all other Certificates secured by this Trust Agreement. The Trustee is not required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a replacement for a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Certificate upon receipt of indemnity satisfactory to the Trustee and the District.

SECTION 2.09. *Payment.* Payment of interest represented by any Certificate on any Interest Payment Date shall be made to the person appearing on the Registration Books as the Owner thereof as of the close of business on the Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed to such Owner, by first class mail postage prepaid, at such Owner's address as it appears on the Registration Books. At the written request of the Owner of Certificates in an aggregate

principal amount of at least $1,000,000, which written request is on file with the Trustee prior to the Record Date preceding any Interest Payment Date, the Trustee shall pay interest represented by such Certificates coming due and payable on such Interest Payment Date by wire transfer in immediately available funds to such account in the United States as is specified in such written request. The principal, interest and prepayment premium, if any, represented by any Certificate at maturity or upon prepayment are payable in lawful money of the United States of America upon surrender of such Certificate at the Office of the Trustee.

SECTION 2.10. *Execution of Documents and Proof of Ownership.* Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificates. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or any Owner's attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of an Corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of authority.

(b) The fact of the ownership of Certificates by any person and the amount, the maturity and the numbers of such Certificates and the date of such person's holding the same shall be proved by the Registration Books.

Nothing in this Section limits the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Certificate binds every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee under such request or consent.

SECTION 2.11. *Registration Books.* The Trustee shall keep or cause to be kept sufficient records for the registration and registration of transfer of the Certificates, which shall at all reasonable times be open to inspection by the District and the Corporation upon prior notice, during regular business hours; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe,

register or transfer or cause to be registered or transferred, on the Registration Books, Certificates as hereinbefore provided.

ARTICLE III

PREPAYMENT OF CERTIFICATES

SECTION 3.01. *Prepayment.*

(a) Optional Prepayment. The Certificates maturing on or before August 1, 20__, are not subject to optional prepayment before their respective stated maturities. The Certificates maturing on or after August 1, 20__, are subject to prepayment prior to their respective stated maturities, at the option of the District, in whole, or in part among maturities on such basis as designated by the District in writing to the Trustee and by lot within any one maturity, on August 1, 20__, or on any date thereafter, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

(b) Prepayment From Net Proceeds of Insurance or Condemnation. The Certificates are subject to mandatory prepayment, in whole on any Business Day, or in part on any Interest Payment Date among maturities on a pro rata basis and by lot within a maturity, from the Net Proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under Section 9.3 of the Lease Agreement and Article VI, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

(c) Sinking Fund Prepayment. The Term Certificates are also subject to mandatory sinking fund prepayment by lot on August 1 in each year as set forth in the following tables, from the principal components of the Lease Payments required to be paid with respect to each of such dates, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the prepayment date, without premium, as follows:

Sinking Fund Prepayment Date (August 1)	Principal Amount To Be Prepaid

Notwithstanding the foregoing provisions of this subsection (d), if some but not all of the Term Certificates are prepaid under any of the preceding provisions of this Section, the aggregate principal amount of the Term Certificates to be prepaid in each year thereafter under this subsection (d) shall be reduced by the aggregate principal

amount of Term Certificates so prepaid, to be allocated among sinking fund installments on a pro rata basis in integral multiples of $5,000 such that the resulting amount of principal represented by the Term Certificates subject to prepayment on any date under this subsection (d) is equal to the aggregate principal components of the Lease Payments coming due and payable on such date.

SECTION 3.02. *Selection of Certificates for Prepayment.* Whenever provision is made in this Trust Agreement for the prepayment of Certificates and less than all Outstanding Certificates of any maturity are called for prepayment, the Trustee shall select Certificates of such maturity for prepayment by lot. For the purposes of such selection, Certificates shall be deemed to be composed of $5,000 portions, and any such portion may be separately prepaid. The Trustee shall promptly notify the District and the Corporation in writing of the Certificates or portions thereof so selected for prepayment.

SECTION 3.03. *Notice of Prepayment.* When prepayment is authorized or required under Section 3.01, the Trustee shall give notice of the prepayment of the Certificates on behalf and at the expense of the District. Such notice must:

(a) state the prepayment date and prepayment price;

(b) state the numbers or maturities of the Certificates to be prepaid, if less than all of the then Outstanding Certificates are to be called for prepayment;

(c) if a Certificate is to be prepaid only in part, identify the portion of the Certificate which is to be prepaid;

(d) require that such Certificates be surrendered on the prepayment date at the Office of the Trustee for prepayment at said prepayment price;

(e) state that interest represented by the Certificates will not accrue from and after the prepayment date; and

(f) state that on the prepayment date the principal and premium, if any, represented by each Certificate will become due and payable, together with accrued interest represented thereby to the prepayment date, and that from and after such date interest represented thereby ceases to accrue and be payable.

The Trustee has no liability for any designation of the CUSIP numbers of the Certificates to be prepaid, and neither the failure to identify the CUSIP numbers of the Certificates to be prepaid nor any incorrect designation of such CUSIP numbers will affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

The Trustee shall mail notice of prepayment by first class mail with postage prepaid, to the Securities Depositories and to the Owners of Certificates designated for prepayment at their respective addresses appearing on the Registration Books, at least

30 days but not more than 60 days prior to the prepayment date. Neither the failure to receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

SECTION 3.04. *Partial Prepayment of Certificates.* Upon surrender of any Certificate prepaid in part only, the Trustee shall execute, register and deliver to the Owner thereof, at the expense of the District, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity.

SECTION 3.05. *Effect of Notice of Prepayment.* Moneys for the prepayment (including the interest to the applicable date of prepayment) of Certificates having been set aside in the Lease Payment Fund, the Certificates shall become due and payable on the date of such prepayment, and, upon presentation and surrender thereof at the Office of the Trustee, said Certificates shall be paid at the unpaid principal amount (or applicable portion thereof) represented thereby plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest represented thereby to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, then, from and after said date of prepayment, interest represented by the Certificates shall cease to accrue and become payable. All moneys held by the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, and shall be held by the Trustee in cash uninvested.

All Certificates paid at maturity or prepaid prior to maturity under the provisions of this Article III shall be canceled upon surrender thereof.

SECTION 3.06. *Purchase of Certificates.* In lieu of prepayment of Certificates as provided in this Article III, amounts held by the Trustee for such prepayment may, at the written request of the District Representative received by the Trustee at least 75 days prior to the selection of Certificates for prepayment, be applied by the Trustee to the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the District may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificates were prepaid.

ARTICLE IV

DISPOSITION OF PROCEEDS OF SALE

SECTION 4.01. *Application of Proceeds.* The Trustee shall apply the proceeds received by it from the sale of the Certificates on the Closing Date as follows (provided that the Trustee may, in its discretion, establish a temporary fund or account to facilitate any of the following transfers):

(a) The Trustee shall deposit the amount of $_____ in the Lease Payment Fund, which is sufficient to pay the interest represented by the Certificates coming due through and including ____, 20__.

(b) The Trustee shall deposit the amount of $_____ in the Reserve Fund, which amount constitutes the Reserve Requirement as of the Closing Date.

(c) The Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund.

(d) The Trustee shall deposit the amount of $_____ , constituting the remainder of the Certificate proceeds, in the Project Fund.

SECTION 4.02. *Reserve Fund.*

(a) General Provisions. The Trustee shall establish a special fund designated as the "Reserve Fund" to be held by the Trustee in trust for the benefit of the District and the Owners of the Certificates, and applied solely as provided herein. Moneys in the Reserve Fund shall be held in trust as a reserve for the payment when due of the Lease Payments on behalf of the District.

The Trustee shall retain in the Reserve Fund all earnings on the investment of amounts therein to the extent required to maintain the full amount of the Reserve Requirement on deposit therein. All amounts on deposit in the Reserve Fund at any time in excess of the Reserve Requirement, and all amounts derived from the investment of amounts in the Reserve Fund which are not required to be retained therein to maintain the Reserve Requirement, shall be transferred by the Trustee to the Project Fund prior to the Completion Date, and thereafter to the Lease Payment Fund semiannually on or before each Lease Payment Date. Any recomputation of the Reserve Requirement shall be made by or on behalf of the District, and shall become effective upon the filing by the District with the Trustee of written notice thereof.

(b) Application of Reserve Fund. If on any Interest Payment Date the moneys available in the Lease Payment Fund do not equal the amount of the Lease Payment then coming due and payable, the Trustee shall apply the moneys available in the Reserve Fund to make such payments on behalf of the District by transferring the amount necessary for this purpose to the Lease Payment Fund. Upon receipt of any delinquent Lease Payment with respect to which moneys have been advanced from the Reserve Fund, such Lease Payment shall be deposited in the Reserve Fund to the extent of such advance.

If on any Interest Payment Date the moneys on deposit in the Reserve Fund and the Lease Payment Fund (excluding amounts required for payment of principal, interest and prepayment premium, if any, represented by any Certificates theretofore having come due but not presented for payment) are sufficient to pay or prepay all Outstanding Certificates, including all principal, interest and prepayment premiums (if any) represented thereby, the Trustee shall, upon the written request of the District, either (i) transfer all amounts then on deposit in the Reserve Fund to the Lease Payment Fund to be applied for such purpose to the payment of the Lease Payments on behalf of the District, or (ii) transfer such amounts to the District for deposit into the Project Fund prior to the completion of the Project. Any amounts remaining in the Reserve Fund on the date of payment in full, or provision for such payment as provided in Section 13.01, of all obligations represented by the Outstanding Certificates and upon all fees and expenses then due and owing to the Trustee, shall be withdrawn by the Trustee and at the written request of the District applied towards such payment or paid to the District.

SECTION 4.03. *Establishment and Application of Costs of Issuance Fund.* The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The Trustee shall disburse moneys in the Costs of Issuance Fund to pay the Costs of Issuance upon submission of written requisitions executed by a District Representative stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On May 1, 2016, the Trustee shall withdraw all remaining moneys in the Costs of Issuance Fund and deposit such moneys in the Project Fund, and the Trustee shall thereupon close the Costs of Issuance Fund.

SECTION 4.04. *Project Fund*. The Trustee shall establish, maintain and hold in trust a separate fund to be known as the "Project Fund." The Trustee shall disburse moneys in the Project Fund from time to time to pay or reimburse the payment of Project Costs in accordance with written requisitions filed by the District with the Trustee. Each such written requisition shall be signed by a District Representative and shall state, with respect to each payment to be made thereby, the name and address of the firm or Corporation to whom such payment is to be made, the amount and purpose of such payment and that such constitutes payment of a Project Cost, and must be accompanied by an invoice or statement evidencing such payment. Each such requisition is sufficient evidence to the Trustee of the facts stated therein and the Trustee has no duty to confirm the accuracy of such facts. The Trustee is not responsible for payments made in accordance with this Section. The District shall maintain accurate records showing all disbursements from the Project Fund, including records which show the name and address of each firm or Corporation to whom payment is made and the amount and purpose of each payment.

Upon the determination by the District that the Project has been substantially completed, in accordance with Section 3.3 of the Lease Agreement, the Trustee will withdraw from the Project Fund and deposit in the Lease Payment Fund all amounts remaining on deposit in the Project Fund, other than amounts estimated by the District to be required to pay future Project Costs. Whether or not the Project has been substantially completed, upon the filing with the Trustee of a written certificate of the District stating that no further amounts are intended to be requisitioned from the Project Fund, the Trustee shall thereupon close the Project Fund and transfer all remaining amounts therein to the Lease Payment Fund.

ARTICLE V

LEASE PAYMENTS; LEASE PAYMENT FUND

SECTION 5.01. *Assignment of Rights in Lease Agreement.* Under the Assignment Agreement, the Corporation has transferred, assigned and set over to the Trustee certain of its rights under the Lease Agreement, including but not limited to all of the Corporation's rights to receive and collect all of the Lease Payments and all other amounts required to be deposited in the Lease Payment Fund. The District shall pay to the Trustee all Lease Payments and other amounts which have been assigned to the Trustee under the Assignment Agreement. Any Lease Payments collected or received by the Corporation shall be deemed to be held and to have been collected or received by the Corporation as the agent of the Trustee, and the Corporation shall immediately transfer all such Lease Payments and other amounts to the Trustee.

SECTION 5.02. *Establishment of Lease Payment Fund.* The Trustee shall establish a special fund designated as the "Lease Payment Fund." All moneys at any time deposited by the Trustee in the Lease Payment Fund shall be held by the Trustee in trust for the benefit of the District and the Owners of the Certificates. So long as any Certificates are Outstanding, neither the District nor the Corporation has any beneficial right or interest in the Lease Payment Fund, or the moneys deposited therein, except only as provided in this Trust Agreement, and the Trustee shall apply the Lease Payment Fund solely as set forth in this Trust Agreement.

SECTION 5.03. *Deposits.* The Trustee shall deposit all Lease Payments received by it in the Lease Payment Fund, including any moneys received by the Trustee for deposit therein under Section 5.01 or under Article VI hereof, or Article IX of the Lease Agreement, and any other moneys required to be deposited therein under the Lease Agreement or under this Trust Agreement.

SECTION 5.04. *Application of Moneys.* The Trustee shall apply amounts in the Lease Payment Fund solely for the purpose of paying the principal, interest and prepayment premiums (if any) represented by the Certificates as the same become due and payable, in accordance with the provisions hereof.

SECTION 5.05. *Surplus.* Any surplus remaining in the Lease Payment Fund, after prepayment and payment of all Certificates, including premiums and accrued interest (if any) and payment of any applicable fees and expenses to the Trustee or provision for such prepayment or payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the District.

ARTICLE VI

INSURANCE AND CONDEMNATION FUND

SECTION 6.01. *Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award.* Any Net Proceeds of insurance collected by the District in the event of accident to or destruction of any component of the Leased Property shall be paid to the Trustee under Section 6.1 of the Lease Agreement and deposited by the Trustee promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund" which the Trustee shall thereupon establish. If the District determines and notifies the Trustee in writing of its determination, within 90 days following the date of such deposit, that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interests of the District, then such Net Proceeds shall be promptly transferred by the Trustee to the Lease Payment Fund and applied to the prepayment of Lease Payments under Section 9.3 of the Lease Agreement and the corresponding prepayment of Certificates under Section 3.01(b), which prepayment shall be made on the first Interest Payment Date for which notice of prepayment can be timely given. Notwithstanding the foregoing provisions of this Section, the determination of the District to apply Net Proceeds to the prepayment of Certificates is subject to the following:

(a) if the Leased Property is damaged or destroyed in full, such Net Proceeds may be transferred to the Lease Payment Fund to be used to prepay Outstanding Certificates only if such Net Proceeds, together with other available moneys, are sufficient to cause the corresponding prepayment of all Lease Payments allocable to the Leased Property; and

(b) if the Leased Property is damaged or destroyed in part but not in whole, such Net Proceeds may be transferred to the Lease Payment Fund to be used to prepay Outstanding Certificates only if the Lease Payments which result after the corresponding abatement thereof under Section 6.3 of the Lease Agreement are sufficient to pay the full amount of principal and interest represented by the Certificates which remain Outstanding after such prepayment.

All Net Proceeds deposited in the Insurance and Condemnation Fund and not so transferred to the Lease Payment Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the District, upon receipt of written requisitions of the District stating with respect to each payment to be made (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be paid and (c) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Any balance of the Net Proceeds remaining after the District shall file a written certificate with the Trustee stating that such work has been completed shall, after payment of all amounts then due and owing to the Trustee hereunder, be paid to the District.

SECTION 6.02. *Deposit and Application of Net Proceeds of Eminent Domain Award.* If all or any part of the Leased Property is taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund, under Section 6.1 of the Lease Agreement, and shall be applied and disbursed by the Trustee as follows:

(a) If the District gives written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, and (ii) that such proceeds are not needed for repair, replacement or rehabilitation of the Leased Property, and the District has given written notice to the Trustee of such determination, the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited towards the payment of the Lease Payments as they become due and payable.

(b) If the District gives written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, and (ii) such proceeds are needed for repair, replacement or rehabilitation of the Leased Property, the Trustee shall pay to the District, or to its order, from said proceeds such amounts as the District may expend for the repair or rehabilitation of the Leased Property, upon the filing of requisitions of the District Representative meeting the requirements of Section 6.01.

(c) If (i) less than all of the Leased Property is taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the District gives written notice to the Trustee of its determination that such eminent domain proceedings have materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, or (ii) all of the Leased Property is taken in such eminent domain proceedings, then the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment of the Lease Payments under Section 9.3 of the Lease Agreement and applied to the corresponding prepayment of Certificates under Section 3.01(b), which prepayment shall be made on the first prepayment date for which notice of prepayment can be timely given.

In making any such determination whether to repair, replace or rehabilitate the Leased Property under this Section, the District may obtain, but is not required to obtain, at its expense, the report of an independent engineer or other independent professional consultant, a copy of which must be filed with the Trustee. Any such determination by the District is final.

ARTICLE VII

MONEYS IN FUNDS; INVESTMENTS

SECTION 7.01. *Held in Trust.* The moneys and Permitted Investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the District and the Owners of the Certificates solely for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Corporation, the Trustee, the District or the Owner of any Certificates.

SECTION 7.02. *Investments Authorized.* Upon the written request of a District Representative filed with the Trustee from time to time, moneys held by the Trustee in any fund or account hereunder shall be invested and reinvested by the Trustee in Permitted Investments which mature not later than the date such moneys are required or estimated by the District to be required to be expended hereunder. In the absence of any written request of the District directing the investment of uninvested moneys held by the Trustee hereunder, the Trustee shall invest such moneys in Permitted Investments described in clause (e) of the definition thereof. Such investments, if registrable, shall be registered in the name of the Trustee, as trustee or in the name of its nominee, and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. Whenever in this Trust Agreement any moneys are required to be transferred by the District to the Trustee, such transfer may be accomplished by transferring a like amount of Permitted Investments. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder. The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Section.

The District shall invest amounts held by it in the Project Fund in any investments which are authorized for the investment of funds within the control of the District under the applicable laws of the State of California.

SECTION 7.03. *Accounting.* The Trustee shall furnish to the District, not less than monthly, an accounting (in the form customarily used by the Trustee) of all investments and other transactions made by the Trustee under this Trust Agreement.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements which will include detail for all investment transactions made by the Trustee hereunder.

SECTION 7.04. *Allocation of Earnings.* Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such

investments were made; *provided, however*, that all income received on the investment of amounts on deposit in the Reserve Fund shall be applied as set forth in Section 4.02.

SECTION 7.05. *Valuation and Disposition of Investments.*

(a) Except as otherwise provided in subsection (b) of this Section, the District covenants that all investments of amounts deposited in any fund or account created by or under this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning of Section 148 of the Tax Code) shall be acquired, disposed of and valued (as of the date that valuation is required by this Trust Agreement or the Tax Code) at Fair Market Value as such term is defined in subsection (d) below. The Trustee has no duty in connection with the determination of Fair Market Value other than to follow the express investment directions of the District in any written directions of a District Representative.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued by the District at their present value (within the meaning of Section 148 of the Tax Code); provided that the District shall provide written notice to the Trustee as to which funds are subject to a yield restriction.

(c) For the purpose of determining the amount in any fund, the value of Permitted Investments credited to such fund shall be valued by the Trustee at least quarterly at the market value thereof. The Trustee may sell at the best price reasonably obtainable, or present for prepayment, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from any such Permitted Investment.

(d) For purposes of this Section, the term "Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and any related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. *Appointment of Trustee.* U.S. Bank National Association is hereby appointed Trustee by the Corporation and the District for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Trust Agreement. The Corporation and the District agree that they will maintain a Trustee having a corporate trust office in the State of California and having a combined capital and surplus (or whose related bank holding company has a combined capital and surplus) of at least $50,000,000, and which shall be subject to supervision or examination by Federal or state authority, so long as any Certificates are Outstanding. If such bank or trust company publishes a report of condition at least annually under law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The District and the Corporation covenant that they will maintain a Trustee qualified under the provisions of the foregoing provisions of this Section, so long as any Certificates are Outstanding.

The Trustee is hereby authorized to pay or prepay the Certificates when duly presented as provided herein for payment at maturity, or on prepayment, or on purchase by the Trustee as directed by the District prior to maturity in accordance with Section 3.06, and to cancel all Certificates upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Certificates paid and discharged. The Trustee shall be compensated for its services rendered under the provisions of this Trust Agreement.

SECTION 8.02. *Acceptance of Trusts.* The Trustee hereby accepts the express trusts imposed upon it by this Trust Agreement, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after curing or waiver of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Trust Agreement. In case an Event of Default has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Trust Agreement, and shall use the same degree of care and skill in their exercise, as a responsible corporate trustee would exercise or use under the circumstances.

(b) No provision in this Trust Agreement requires the Trustee 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 repayment of such funds or adequate indemnity against such risk or liability is not in the conclusive opinion of the Trustee satisfactorily assured to it.

(c) The Trustee is not responsible or liable for any recital herein, or in the Certificates, or for any of the supplements thereto or instruments of further assurance, or for the validity or sufficiency of the security for the Certificates executed and delivered hereunder or intended to be secured hereby and the Trustee shall not be bound at any time to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Corporation or the District under the Lease Agreement. The Trustee is not responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VII.

(d) The Trustee is not accountable for the use of any Certificates delivered hereunder. The Trustee may become the Owner of Certificates with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in aggregate principal amount of the Certificates then Outstanding.

(e) The Trustee shall be protected in acting upon any notice, request, requisition, consent, certificate, order, affidavit, letter, telegram, direction, facsimile transmission, electronic mail or other paper or document believed by the trust officer responsible for the administrative of the trusts created hereunder to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee in good faith under this Trust Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates delivered in exchange therefor or in place thereof. The Trustee is not bound to recognize any person as an Owner of any Certificate or to take any action at such person's request unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by an Corporation Representative or a District Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been given notice or is deemed to have notice, as provided in Section 8.02(h), shall also be at liberty to accept a similar certificate to the

effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Corporation Representative or a District Representative to the effect that an authorization in the form therein set forth has been adopted by the Corporation or the District, as the case may be, as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Trust Agreement may not be construed as a duty and the Trustee is not answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee extend to its officers, directors, employees and agents.

(h) The Trustee is not required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the District to make any of the Lease Payments to the Trustee required to be made by the District under the Lease Agreement or failure by the Corporation or the District to file with the Trustee any document required by this Trust Agreement or the Lease Agreement to be so filed subsequent to the delivery of the Certificates, unless the Trustee shall be specifically notified in writing of such default by the Corporation, the District or the Owners of at least 25% in aggregate principal amount of Certificates then Outstanding. All notices or other instruments required by this Trust Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, have the right (but not any duty) fully to inspect the Leased Property, including all books, papers and records of the Corporation or the District pertaining to the Leased Property and the Certificates, and to take such memoranda from and with regard thereto as may be desired.

(j) The Trustee is not required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Trust Agreement with respect to the execution of any Certificates, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Trust Agreement, the Trustee has the right, but is not required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a

condition of such action, which may be deemed desirable by the Trustee for the purpose of establishing the right of the Corporation or the District to the execution of any Certificates, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action referred to in Section 12.03 at the direction of the Certificate Owners, the Trustee may require that a satisfactory indemnity bond be furnished by the Certificate Owners, or any of them, for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee has no liability for interest on any moneys received hereunder except such as may be agreed upon, other than interest derived from investments made or required to be made under Section 7.02.

(n) The Trustee is not responsible for the sufficiency of the Lease Agreement, its right to receive moneys under the Lease Agreement, or the value of or title to the Leased Property.

(o) The Trustee is not liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Outstanding Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(p) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers and the Trustee is not responsible for any misconduct or negligence on the part of any attorney, agent, or receiver appointed with due care. The Trustee shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder and shall be protected in any action taken or suffered by it hereunder in reliance on such advice.

(q) The Trustee is not liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(r) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public

enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the Project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(s) The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions under this Trust Agreement provided, however, that: (i) subsequent to such facsimile transmission of written instructions and/or directions the Trustee shall forthwith receive the originally executed instructions and/or directions, (ii) such originally executed instructions and/or directions shall be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (iii) the Trustee has received a current incumbency certificate containing the specimen signature of such designated person.

(t) The Trustee is authorized and directed by the District to enter into the Assignment Agreement.

SECTION 8.03. *Fees, Charges and Expenses of Trustee.* The Trustee shall be entitled to payment and reimbursement by the District for reasonable fees for its services rendered hereunder and all advances, agent and counsel fees (including expenses) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee has a first lien with right of payment prior to payment on account of principal, premium, if any, and interest represented by any Certificate upon the amounts held hereunder for the foregoing fees, charges and expenses incurred by it respectively. The Trustee shall be entitled to interest on all moneys advanced by it in the performance of its duties hereunder at the maximum legal rate allowable.

SECTION 8.04. *Notice to Certificate Owners of Default.* If an Event of Default occurs of which the Trustee has been given or is deemed to have notice, as provided in Section 8.02(h), then the Trustee shall promptly give written notice thereof by first class mail, postage prepaid, to the Owner of each Outstanding Certificate, unless such Event of Default has been cured before the giving of such notice; *provided, however* that unless such Event of Default consists of the failure by the District to make any Lease Payment when due, the Trustee may elect not to give such notice to the Certificate Owners if and so long as the Trustee in good faith determines that it is in the best interests of the Certificate Owners not to give such notice.

SECTION 8.05. *Removal of Trustee.* The District may remove the Trustee at any time, unless an Event of Default has occurred and is continuing, and shall remove the Trustee (a) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of a majority in aggregate principal amount of the

Certificates then Outstanding (or their attorneys duly authorized in writing) or (b) if at any time the Trustee ceases to be eligible in accordance with Section 8.01, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of 30 days' prior written notice of such removal by the District to the Trustee, whereupon the District shall appoint a successor Trustee in accordance with Section 8.07.

SECTION 8.06. *Resignation by Trustee.* The Trustee and any successor Trustee may at any time resign by giving written notice by registered or certified mail to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee in accordance with Section 8.07. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the District shall mail notice thereof to the Certificate Owners at their respective addresses set forth on the Registration Books.

SECTION 8.07. *Appointment of Successor Trustee.* If the Trustee resigns or is removed under Sections 8.05 or 8.06, respectively, the District shall promptly appoint a successor Trustee. If the District for any reason whatsoever fails to appoint a successor Trustee within 30 days following the delivery to the Trustee of the instrument described in Section 8.05 or within 30 days following the receipt of notice by the District under Section 8.06, the Trustee may apply to any federal or state court for the appointment of a successor Trustee meeting the requirements of Section 8.01. Any such successor Trustee appointed by such court will become the successor Trustee hereunder notwithstanding any action by the District purporting to appoint a successor Trustee following the expiration of such 30 day period.

SECTION 8.08. *Merger or Consolidation.* Any company or association into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company or association shall be eligible under Section 8.01, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 8.09. *Concerning any Successor Trustee.* Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Corporation and the District an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the District, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument

in writing from the District be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the District. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII, shall be filed or recorded by the successor Trustee in each recording office where the Assignment Agreement has been filed or recorded.

SECTION 8.10. *Non-Liability of Trustee.* The recitals, statements and representations by the District and the Corporation contained in this Trust Agreement or in the Certificates shall be taken and construed as made by and on the part of the District and the Corporation, as the case may be, and not by the Trustee, and the Trustee has no responsibility, obligation or liability for the correctness of any thereof.

The Trustee makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District or the Corporation of the Leased Property. In no event is the Trustee liable for special or consequential damages in connection with or arising from the Lease Agreement for the existence, furnishing or use of the Leased Property.

The Trustee is not (a) responsible for the sufficiency or enforceability of the Lease Agreement or the assignment under the Assignment Agreement of its rights to receive Lease Payments, (b) deemed to have knowledge of any Event of Default unless and until it has received written notice thereof or, with respect to Section 8.1(a) of the Lease Agreement, has actual knowledge thereof or except as provided in Section 8.02(h) or (c) accountable for the use or application by the District or the Corporation of any funds which the Trustee has released under this Trust Agreement.

SECTION 8.11. *Actions Through Agents.* The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee is not answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee is not answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own negligence or willful misconduct.

SECTION 8.12. *Nature of Trust Engagement.* The Trustee undertakes to perform such duties and only such duties as are expressly and specifically set forth in the Trust Agreement and no implied covenants or obligations whatsoever shall be read into the Trust Agreement against the Trustee. In accepting the trusts hereby created, the Trustee acts solely as Trustee and not in its individual capacity. All persons, including without limitation the Owners, the District and the Corporation having any claim against the Trustee arising from the Trust Agreement shall look only to the funds and accounts hereunder for payment except as otherwise provided herein; *provided, however*, that nothing in this sentence is intended or shall be construed to apply to, or limit the source of payment of, claims against the Trustee arising from the negligence or willful

misconduct of the Trustee. Under no circumstances is the Trustee liable in its individual capacity for payment of the obligations represented by the Certificates.

ARTICLE IX

MODIFICATION OR AMENDMENT

SECTION 9.01. *Amendments Permitted.* This Trust Agreement and the rights and obligations of the Owners of the Certificates may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 13.05, has been filed with the Trustee. No such modification or amendment may (a) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate represented thereby or extending the time of payment of interest, or reducing the amount of principal represented thereby or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Certificate, or (b) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification hereof, or (c) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 9.02.

This Trust Agreement and the rights and obligations of the Owners of the Certificates may be modified or amended at any time by a supplemental agreement, without the consent of any Certificate Owners, but only to the extent permitted by law and only:

(a) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Corporation or the District,

(b) to cure, correct or supplement any ambiguous or defective provision contained herein,

(c) in regard to questions arising hereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Certificates,

(d) if and to the extent permitted in the opinion of Bond Counsel filed with the Trustee, the District and the Corporation, to delete or modify any of the provisions hereof or thereof relating to the exclusion from gross income of interest represented by the Certificates for federal income tax purposes, or

(e) to conform to any amendments of the Lease Agreement which are permitted to be made under Section 7.5 thereof.

Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto.

SECTION 9.02. *Procedure for Amendment with Written Consent of Certificate Owners.* If the consents of the Owners of the Certificates are required to any amendment hereof under Section 9.01, such amendment shall be required to comply with the provisions of this Section. A copy of such supplemental agreement, together with a request to the Certificate Owners for their consent thereto, shall be mailed by the Trustee to each Owner of a Certificate at such Owner's address as set forth on the Registration Books, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in this Section.

Such supplemental agreement may not become effective unless there shall be filed with the Trustee the written consents of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 13.05) and a notice has been mailed as hereinafter provided in this Section. Each such consent shall be effective only if accompanied by proof of ownership of the Certificates for which such consent is given, which proof shall be such as is permitted by Section 2.10. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Certificates have filed their consents to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Certificates at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60 day period.

SECTION 9.03. *Effect of Supplemental Agreement.* From and after the time any supplemental agreement becomes effective under this Article IX, this Trust Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto, and the rights of the affected Certificate Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement for any and all purposes.

SECTION 9.04. *Endorsement or Replacement of Certificates Delivered After Amendments.* The Trustee may determine that Certificates delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand on the Owner of any Certificate Outstanding at such effective date and presentation of such Owner's Certificate for the purpose at the Office of the Trustee, a suitable notation shall be made on such Certificate. The Trustee may determine that the delivery of substitute Certificates, so modified as in the opinion of the Trustee is necessary to conform to such Certificate Owners' action is necessary or desirable, which substitute Certificates shall thereupon be prepared, executed and delivered. In that case, upon demand on the Owner of any Certificate then Outstanding, such substitute Certificate shall be exchanged at the Office of the Trustee, without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Outstanding Certificate.

SECTION 9.05. *Amendatory Endorsement of Certificates.* The provisions of this Article IX shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that proper notation thereof is made on such Certificates.

SECTION 9.06. *Opinion of Counsel.* Prior to executing any supplemental Trust Agreement, the Trustee shall be furnished an opinion of counsel, upon which it may conclusively rely to the effect that all conditions precedent to the execution of such supplemental Trust Agreement under this Trust Agreement have been satisfied and such supplemental Trust Agreement is authorized and permitted under this Trust Agreement and does not adversely affect the exclusion of interest with respect to the Certificates from gross income for federal income tax purposes or adversely affect the exemption of interest with respect to the Certificates from personal income taxation by the State of California.

SECTION 9.07. *Notice to Rating Agencies*. The District shall send copies of any proposed amendment or modification hereof to each rating agency which then maintains a rating on the Certificates, at least 10 days prior to the effective date of any such amendment or modification.

ARTICLE X

OTHER COVENANTS

SECTION 10.01. *Compliance With and Enforcement of Lease Agreement.* The District covenants to perform all obligations and duties imposed on it under the Lease Agreement. The Corporation covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease Agreement.

The District will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Lease Agreement by the Corporation thereunder. The Corporation and the District, immediately upon receiving or giving any notice, communication or other

document in any way relating to or affecting their respective estates, or either of them, in the Leased Property, which may or can in any manner affect such estate of the District, will deliver the same, or a copy thereof, to the Trustee.

SECTION 10.02. *Observance of Laws and Regulations.* The District will keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, including its right to exist and carry on business as a public agency, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

SECTION 10.03. *Prosecution and Defense of Suits.* The District shall promptly, upon request of the Trustee or any Certificate Owner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Leased Property, whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trustee and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

SECTION 10.04. *Recordation and Filing.* The District shall record and file the Lease Agreement or a memorandum thereof, the Site Lease, the Assignment Agreement and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Certificate Owners.

SECTION 10.05. *Tax Covenants.*

(a) Private Business Use Limitation. The District shall assure that the proceeds of the Certificates are not used in a manner which would cause any of the obligations of the District under the Lease Agreement to become "private activity bonds" under and within the meaning of Section 141(a) of the Tax Code.

(b) Private Loan Limitation. The District shall assure that no more than the lesser of $5,000,000 or 5% of the aggregate amount of the proceeds of the Certificates are used, directly or indirectly, to make or finance a loan (other than loans constituting nonpurpose obligations as defined in the Tax Code or constituting assessments) to persons other than state or local government units.

(c) 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 the obligations of the District under the Lease Agreement to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(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 Certificates or of any other obligations which, if such action had been reasonably expected to have been

taken, or had been deliberately and intentionally taken, on the Closing Date, would have caused the obligations of the District under the Lease Agreement to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated all Excess Investment Earnings in all respects at the times and in the manner required under the Tax Code. The District shall pay the full amount of Excess Investment Earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code. Such payments shall be made by the District from any source of legally available funds of the District.

The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Certificates, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate. The Trustee has no duty or obligation to monitor or enforce compliance by the District of any of the requirements herein.

SECTION 10.06. *Continuing Disclosure*. The District shall comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with its terms. Notwithstanding any other provision of this Trust Agreement, failure of the District to comply with such Continuing Disclosure Certificate does not constitute an Event of Default; except that any Participating Underwriter (as such term is defined in such Continuing Disclosure Certificate) or any Owner or beneficial owner of the Certificates may take such actions as may be necessary and appropriate to compel performance by the District of its obligations under this Section, including seeking mandate or specific performance by court order.

SECTION 10.08. *Further Assurances.* The Corporation and the District will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Lease Agreement, and for the better assuring and confirming unto the Owners of the Certificates the rights and benefits provided herein.

ARTICLE XI

LIMITATION OF LIABILITY

SECTION 11.01. *Limited Liability of District.* Except for the payment of Lease Payments when due in accordance with the Lease Agreement and the performance of the other covenants and agreements of the District contained in the Lease Agreement and this Trust Agreement, the District has no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Lease Payments to the Owners by the Trustee, except as expressly set forth herein.

SECTION 11.02. *No Liability of the Corporation for Trustee Performance.* Neither the District nor the Corporation has any obligation or liability to any of the other parties or to the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

SECTION 11.03. *Indemnification of Trustee.* The Corporation and the District shall indemnify and save the Trustee, its directors, officers, agents and employees harmless from and against (whether or not litigated) all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of any of the following:

(a) the use, maintenance, condition or management of, or from any work or thing done on, the Project or the Leased Property by the Corporation or the District,

(b) any breach or default on the part of the Corporation or the District in the performance of any of their respective obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Project or the Leased Property,

(c) any act of negligence of the Corporation or the District or of any of their respective agents, contractors, servants, employees, licensees with respect to the Project or the Leased Property,

(d) any act of negligence of any assignee of, or purchaser from the Corporation or the District or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Project or the Leased Property,

(e) the application of the proceeds of the Certificates,

(f) the actions of any other party, including but not limited to the ownership, operation or use of the Project or the Leased Property by the Corporation or the District, or

(g) the Trustee's exercise and performance of its powers and duties hereunder.

No indemnification is made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence under this Trust Agreement by the Trustee, its officers, agents, employees, successors or assigns. The Corporation's and the District's obligations hereunder will remain valid and binding notwithstanding maturity and payment or discharge of the Certificates and notwithstanding any resignation or removal of the Trustee.

SECTION 11.04. *Opinion of Counsel.* Before being required to take any action, the Trustee may, at the expense of the District, require an opinion of counsel acceptable to the Trustee, or an opinion of Bond Counsel acceptable to the Trustee with respect to any federal tax matters, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, Trustee shall be absolutely protected in relying on any such opinion or certificate obtained by the Trustee.

SECTION 11.05. *Limitation of Rights to Parties and Certificate Owners.* Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the District, the Corporation, the Trustee and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the District, the Corporation, the Trustee and said Owners.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

SECTION 12.01. *Assignment of Rights.* Under the Assignment Agreement the Corporation has transferred, assigned and set over to the Trustee certain of the Corporation's rights in and to the Lease Agreement (excepting only the Corporation's rights under Sections 4.4, 5.10, 7.3 and 8.4 thereof), including without limitation all of the Corporation's rights to exercise such rights and remedies conferred on the Corporation under the Lease Agreement as may be necessary or convenient (a) to enforce payment of the Lease Payments and any other amounts required to be deposited in the Lease Payment Fund or the Insurance and Condemnation Fund, and (b) otherwise to exercise the Corporation's rights and take any action to protect the interests of the Trustee or the Certificate Owners in an Event of Default.

SECTION 12.02. *Events of Default Defined.* As provided in Section 8.1 of the Lease Agreement, any one or more of the following events constitutes an Event of Default:

(a) Failure by the District to pay any Lease Payment or other payment required to be paid hereunder at the time specified in the Lease Agreement.

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed in the Lease Agreement or in this Trust Agreement, other than as referred to in the preceding subsection (a), for a period of 30 days

after written notice specifying such failure and requesting that it be remedied has been given to the District by the Corporation or the Trustee; *provided, however*, that if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 30-day period, the failure will not constitute an Event of Default if the District commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures the failure in a reasonable period of time.

(c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

SECTION 12.03. *Remedies.* If an Event of Default happens, then and in each and every such case during the continuance of such Event of Default, the Trustee may, and at the written direction of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding the Trustee shall, exercise any and all remedies available under law or granted under the Lease; *provided, however*, that notwithstanding anything herein or in the Lease Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Certificates or otherwise to declare any Lease Payment not then in default to be immediately due and payable.

SECTION 12.04. *Application of Funds.* All moneys received by the Trustee under any right given or action taken under the provisions of this Article XII or Article VIII of the Lease Agreement shall be applied by the Trustee in the order following upon presentation of the several Certificates, 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 fees, costs and expenses of the Trustee in declaring such Event of Default and in taking any remedial action with respect thereto, including reasonable compensation to its agents, attorneys and counsel, and including such other necessary costs relating to the administration of the foregoing and to events leading up thereto;

Second, to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate set forth in Section 4.3(c) of the Lease Agreement (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of

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 12.05. *Institution of Legal Proceedings.* If one or more Events of Default occur and are continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder.

SECTION 12.06. *Non-waiver.* Nothing in this Article XII or in any other provision of this Trust Agreement or in the Certificates, affects or impairs the obligation of the District, which is absolute and unconditional, to pay or prepay the Lease Payments as provided in the Lease Agreement. No delay or omission of the Trustee or any Certificate Owner to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XII to the Trustee or the Certificate Owners may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Certificate Owners.

SECTION 12.07. *Remedies Not Exclusive.* No remedy herein conferred upon or reserved to the Trustee or the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

SECTION 12.08. *Power of Trustee to Control Proceedings.* If the Trustee, upon the happening of an Event of Default, takes any action, by judicial proceedings or otherwise, under its duties hereunder, whether upon its own discretion or upon the direction of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, it has full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however,* that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Certificates opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

SECTION 12.09. *Limitation on Certificate Owners' Right to Sue Exclusive.* No Owner of any Certificate delivered hereunder may institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner has previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Owners of a majority in aggregate principal amount of all the Certificates then Outstanding have requested the Trustee in writing to exercise the

powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee has refused or omitted to comply with such request for a period of 60 days after such written request has been received by, and said tender of indemnity has been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificates has any right in any manner whatever by its or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

SECTION 12.10. *Possession of Certificates by Trustee Not Required.* All rights and remedies granted to or exercisable by the Trustee hereunder or under the Lease Agreement may be exercised by the Trustee without possession of any of the Certificates or the production thereof at the trial or other proceeding relative thereto, and any suit, action or proceeding instituted by the Trustee hereunder or under the Lease Agreement shall be brought in its name for the benefit of all the Owners of such Certificates, subject to the provisions of this Trust Agreement.

ARTICLE XIII

DISCHARGE; ADMINISTRATIVE PROVISIONS

SECTION 13.01. *Discharge Hereof.* If and when the obligations represented by any Outstanding Certificates shall be paid and discharged in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal, interest and prepayment premiums (if any) represented by such Certificates Outstanding, as and when the same become due and payable, or

(b) by depositing with the Trustee or any other fiduciary, under an escrow deposit and trust agreement, security for the payment of Lease Payments relating to such Certificates as more particularly described in Section 9.1 of the Lease Agreement, said security to be held by the Trustee on behalf of the District to be applied by the Trustee or by such other fiduciary to pay or prepay such Lease Payments as the same become due, under Section 9.1 of the Lease Agreement,

then notwithstanding that such Certificates have not been surrendered for payment, all rights hereunder of the Owners of such Certificates and all obligations of the Corporation, the Trustee and the District with respect to such Certificates shall cease and terminate, except only the obligations of the Corporation and the District under

Section 11.03 and the obligations of the Trustee under Sections 2.07 and 2.08, and the obligation of the Trustee to pay or cause to be paid, from Lease Payments paid by or on behalf of the District from funds deposited under paragraph (b) of this Section, to the Owners of such Certificates not so surrendered and paid all sums represented thereby when due and in the event of deposits under paragraph (b), such Certificates shall continue to represent direct, undivided fractional interests of the Owners thereof in the Lease Payments.

Any funds held by the Trustee, at the time of discharge of the obligations represented by all Outstanding Certificates as a result of one of the events described in paragraphs (a) or (b) of this Section, which are not required for the payment to be made to Owners, shall, upon payment in full of all fees and expenses of the Trustee (including attorneys' fees) then due, be paid over to the District.

SECTION 13.02. *Records.* The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the District, the Corporation and any Owner, or the agent of any of them, at any reasonable time during regular business hours upon prior notice.

SECTION 13.03. *Notices.* Any notice, request, complaint, demand or other communication under this Trust Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by facsimile transmission or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by facsimile, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District, the Corporation and the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder. Notices may be delivered in via e-mail to the officer identified below but will only be effective upon receipt by the sender of an acknowledgment of such recipient.

If to the District*:*	Oxnard School District 1051 South A Street Oxnard, California 93030 Fax: (___) ___-____ Attention: Assistant Superintendent, Business and Fiscal Services
If to the Corporation:	Public Property Financing Corporation of California 2945 Townsgate Road, Suite 200 Westlake Village, California 91361 Attention: Secretary Fax: (805) 267-7142
If to the Trustee:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Lox Angeles, California Attention: Global Corporate Trust Services Fax: (___) ___-____

SECTION 13.04. *Disqualified Certificates.* In determining whether the Owners of the requisite aggregate principal amount of Certificates have concurred in any demand, request, direction, consent or waiver under this Trust Agreement, Certificates which are owned or held by or for the account of the District (but excluding Certificates held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, *provided, however*, that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Certificates which the Trustee knows to be so owned or held shall be disregarded.

SECTION 13.05. *Payment of Certificates After Discharge of Trust Agreement.* Notwithstanding any provisions of this Trust Agreement, but subject to any applicable laws of the State of California relating to the escheat of funds or property, any moneys held by the Trustee in trust for the payment of the principal or interest represented by any Certificates and remaining unclaimed for two years after the principal represented by all of the Certificates has become due and payable (whether at maturity or upon call for prepayment or by acceleration as provided in this Trust Agreement), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Certificates became due and payable, shall be repaid to the District free from the trusts created by this Trust Agreement, and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Trustee shall (at the request of and at the cost of the District) mail, by first class mail postage prepaid, to the Owners of Certificates which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Certificates 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.

SECTION 13.06. *Governing Law.* This Trust Agreement shall be construed and governed in accordance with the laws of the State of California.

SECTION 13.07. *Binding Effect; Successors.* This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Corporation, the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Corporation, the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 13.08. *Corporation and District Representatives.* Whenever under the provisions of this Trust Agreement the Corporation or the District is required or permitted to take some action, including but not limited to the giving of any approval or the execution of some request, direction or other instrument, such action shall be made on behalf of the Corporation by an Corporation Representative and on behalf of the District by a District Representative, and any party hereto shall be fully authorized to rely upon any such action by an Corporation Representative or a District Representative.

SECTION 13.09. *Execution in Counterparts.* This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

SECTION 13.10. *Delivery of Canceled Certificates.* Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee of any Certificates, the Trustee shall cancel and, unless directed in writing by the District Representative, destroy such Certificates and shall deliver a certificate of destruction with respect thereto to the District.

SECTION 13.11. *Headings.* The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement.

SECTION 13.12. *Waiver of Notice.* Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice are not conditions precedent to the validity of any action taken in reliance upon such waiver.

SECTION 13.13. *Separability of Invalid Provisions.* In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Corporation and the District hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the date and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

PUBLIC PROPERTY FINANCING CORPORATION OF CALIFORNIA

By _____
Treasurer

OXNARD SCHOOL DISTRICT

By _____
Assistant Superintendent,
Business and Fiscal Services

Attest

_____
Clerk of the
Board of Trustees

APPENDIX A

DEFINED TERMS

Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms defined in this Appendix A have the respective meanings given them in this Appendix when used in this Trust Agreement and when used in the Lease Agreement.

"Additional Payments" means the amounts payable by the District under Section 4.4 of the Lease Agreement.

"Assignment Agreement" means the Assignment Agreement, dated as of March 1, 2016, between the Corporation as assignor and the Trustee as assignee, as originally executed or as thereafter amended under any duly authorized and executed amendments thereto.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

"Business Day" means a day other than a Saturday, Sunday or legal holiday, on which banking institutions are not closed in the State of California, or in any state in which any Office of the Trustee is located.

"Certificates" means the $_____ aggregate principal amount of 2016 Certificates of Participation (Real Property Acquisition Project) executed and delivered and at any time Outstanding hereunder.

"Closing Date" means _____ __, 2016, being the day when the Certificates, duly executed by the Trustee, are delivered to the Original Purchaser.

"Completion Date" means, with respect to the Project, the date identified as the date of completion thereof in the written certificate of a District Representative under Section 3.3 of the Lease Agreement.

"Corporation" means the Public Property Financing Corporation of California, a nonprofit corporation duly organized and existing under the laws of the State of California.

"Corporation Representative" means the President, Vice President, Treasurer or Secretary of the Corporation, or any other person authorized by resolution of the Board of Directors of the Corporation to act on behalf of the Corporation under or with respect to the Lease Agreement and this Trust Agreement.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District or the Corporation relating to the execution and delivery of the Certificates, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee (which shall include legal fees and the first annual administration fee of the Trustee),

financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Certificates, and any charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established and held by the Trustee under Section 4.03.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.05.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Oxnard School District, a high school district duly organized and existing under the laws of the State of California.

"District Representative" means the President of the Board, the Superintendent, the Assistant Superintendent, Business and Fiscal Services or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District under or with respect to the Lease Agreement and this Trust Agreement.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Event of Default" means an event of default under the Lease Agreement, as defined in Section 8.1 thereof.

"Excess Investment Earnings" means an amount required to be rebated to the United States of America under Section 148(f) of the Tax Code due to investment of gross proceeds of the Certificates at a yield in excess of the yield on the Lease Payments.

"Federal Securities" 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), the payment of principal of and interest on which are unconditionally and fully guaranteed by the United States of America; and (b) any obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

"Fiscal Year" means the twelve-month period beginning on July 1 of any year and ending on June 30 of the next succeeding year, or any other twelve-month period by the District as its fiscal year under written notice filed with the Trustee.

"Insurance and Condemnation Fund" means the fund by that name to be established and held by the Trustee under Section 6.01.

"Interest Payment Date" means _____ 1, 2016, and each _____ 1 and _____ 1 thereafter to and including the final date of maturity of the Certificates.

"Lease Agreement" means the Lease Agreement dated as of March 1, 2016, between the Corporation as lessor and the District as lessee, as originally executed or as thereafter amended under any duly authorized and executed amendments and supplements thereto.

"Lease Payment Date" means, with respect to any Interest Payment Date, the 5th Business Day preceding such Interest Payment Date.

"Lease Payment Fund" means the fund by that name established and held by the Trustee under Section 5.02.

"Lease Payments" means all payments required to be paid by the District under Section 4.3(a) of the Lease Agreement, including any prepayment thereof under Article IX of the Lease Agreement.

"Leased Property" means all of the land which is more particularly described in Appendix A to the Lease Agreement, consisting generally of the land and improvements constituting the District's administration and operations facility, located on adjoining parcels at 2225 Camden Avenue, Oxnard, California and 3235 Union Avenue, Oxnard, California. If the District exercises its option under Section 4.6 of the Lease Agreement with respect to the substitution of property or its option under Section 4.7 of the Lease Agreement with respect to the release of property, the term "Leased Property" will thereupon be modified accordingly.

"Net Proceeds" means any insurance proceeds or eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Leased Property, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

"Nominee" means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated under Section 2.05(a).

"Office" means the corporate trust office of the Trustee in San Francisco, California, provided that for purposes of payment, prepayment, exchange, transfer, exchange, surrender and cancellation of Certificates, such term means the corporate trust office of the Trustee in St. Paul, Minnesota, or such other or additional offices as the Trustee may designate in writing to the Corporation from time to time as the corporate trust office for purposes of this Trust Agreement.

"Original Purchaser" means Stifel, Nicolaus & Company, Incorporated, as original purchaser of the Certificates upon the negotiated sale thereof.

"Outstanding", when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 13.05) all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except (a) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Certificates deemed to have been paid under Section 13.01; and (c) Certificates in lieu of or in exchange for which other Certificates has been executed and delivered by the Trustee under Section 2.08.

"Owner", when used with respect to a Certificate, means the person in whose name the ownership of such Certificate shall be registered on the Registration Books.

"Permitted Encumbrances" means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid under Article V of the Lease; (b) the Site Lease, the Lease Agreement and the Assignment Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor which is secured by a lien on the Leased Property; (d) the exceptions disclosed in the title insurance policy with respect to the Leased Property issued as of the Closing Date by Stewart Title Guaranty Company; and (e) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which the District certifies in writing will not materially impair the use of the Leased Property for its intended purposes.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(a) Federal Securities;

(b) obligations of any federal agency which represent full faith and credit of the United States of America, or which are otherwise rated "AAA" by S&P;

(c) U.S. dollar denominated deposit accounts federal funds and banker's acceptances with domestic commercial banks, which may include the Trustee, its parent holding company, if any, and their affiliates, which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and maturing no more than 360 days after the date of purchase, provided that ratings on holding companies are not considered as the rating of the bank;

(d) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P, and which matures not more than 270 calendar days after the date of purchase;

(e) investments in a money market fund, including those of an affiliate of the Trustee, rated "AAAm" or "AAAm-G" or better by S&P, including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee or such holding company provide investment advisory or other management services;

(f) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which

are rated, based upon an irrevocable escrow account or fund, in the highest rating category of S&P or any successors thereto; or (ii)(A) subject to the approval of S&P, which are fully secured as to principal and interest and prepayment premium, if any, by an escrow consisting only of Federal Securities, which escrow may be applied only to the payment of such principal of and interest and prepayment premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified prepayment date or dates under such irrevocable instructions, as appropriate, and (B) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and prepayment premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the prepayment date or dates specified in the irrevocable instructions referred to above, as appropriate;

(g) investment agreements with financial institutions whose long-term general credit rating is A- or better from S&P, by the terms of which the Trustee may withdraw funds if such rating falls below A-; and

(h) the Local Agency Investment Fund of the State of California, created under Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

"Project" means the acquisition and construction of heating, ventilation and air conditioning improvements at various educational facilities of the District. The District reserves the right to amend the description and scope of the Project from time to time in its sole discretion.

"Project Costs" means, with respect to the Project, all costs of the acquisition and construction thereof which are paid from moneys on deposit in the Project Fund, including but not limited to:

(a) all costs required to be paid to any person under the terms of any agreement for or relating to the acquisition and construction of the Project;

(b) obligations incurred for labor and materials in connection with the acquisition and construction of the Project;

(c) the cost of performance or other bonds and any and all types of insurance that may be necessary or appropriate to have in effect in connection with the acquisition and construction of the Project;

(d) all costs of engineering, architectural services and other preliminary investigation expenses, including the actual out-of-pocket costs for site investigations, surveys, hazardous materials investigations, test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, development fees, sales commissions, and for supervising construction, as well as for the

performance of all other duties required by or consequent to the proper acquisition and construction of the Project;

(e) any sums required to reimburse the Corporation or the District for advances made for any of the above items or for any other costs incurred and for work done, including but not limited to administrative costs of the Corporation or the District, which are properly chargeable to the acquisition and construction of the Project;

(f) all financing costs incurred in connection with the acquisition and construction of the Project, including but not limited to Costs of Issuance and other costs incurred in connection with this Trust Agreement and the financing of the Project; and

(g) the interest components of the Lease Payments prior to the Completion Date.

"Project Fund" means the fund by that name established and held by the Trustee under Section 4.04.

"Record Date" means the close of business on the 15th day of the month following each Interest Payment Date, whether or not such 15th day is a Business Day.

"Registration Books" means the records maintained by the Trustee under Section 2.11 for the registration of the ownership and transfer of ownership of the Certificates.

"Rental Period" means each period during the Term of the Lease Agreement commencing on and including August 2 in each year and extending to and including the next succeeding August 1, except that the first Rental Period begins on the Closing Date and ends on August 1, 2016.

"Reserve Fund" means the fund by that name established and held by the Trustee under Section 4.02.

"Reserve Requirement" means, as of the date of calculation thereof, an amount equal to the lesser of (a) $_____, or (b) the maximum amount of Lease Payments (excluding Lease Payments with respect to which the District has posted a security deposit under Section 9.1 of the Lease Agreement) coming due in the current or any future Fiscal Year.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District designates in written notice filed with the Trustee.

"Site Lease" means the Site Lease dated as of March 1, 2016, between the District as lessor and the Corporation as lessee of the Leased Property, as originally executed or as thereafter amended under any duly authorized and executed amendments and supplements thereto.

"S&P" means Standard & Poor's Corporation, a division of the McGraw Hill Companies, of New York, New York, its successors and assigns.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Term Certificates" means the Certificates maturing on August 1, 20__.

"Term of the Lease" means the time during which the Lease Agreement is in effect, as provided in Section 4.2 thereof.

"Trust Agreement" means this Trust Agreement, as originally executed or as thereafter amended under any amendments or supplements hereto which are permitted to be made hereunder.

"Trustee" means U.S. Bank National Association, or any successor thereto acting as Trustee hereunder.

APPENDIX B

FORM OF CERTIFICATE OF PARTICIPATION

No. R-_____ ***$_____***

2016 CERTIFICATE OF PARTICIPATION
(Real Property Acquisition Project)

Evidencing the Direct, Undivided Fractional Interest of the
Owner Thereof in Lease Payments to be Made by the

OXNARD SCHOOL DISTRICT
(VENTURA COUNTY, CALIFORNIA)

RATE OF INTEREST:	MATURITY DATE:	DATED DATE:	CUSIP:
____%	August 1, _____	_____ ___, 2016	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the registered owner (the "Registered Owner") of this Certificate of Participation (this "Certificate") is the owner of a direct, undivided fractional interest in Lease Payments (the "Lease Payments") payable under a Lease Agreement dated as of March 1, 2016 (the "Lease Agreement"), between the Public Property Financing Corporation of California, a nonprofit corporation duly organized and existing under the laws of the State of California (the "Corporation") and the Oxnard School District, a high school district duly organized and existing under the laws of the State of California (the "District"), which Lease Payments and certain other rights and interests under the Lease Agreement have been assigned to U.S. Bank National Association, as trustee (the "Trustee"), having a corporate trust office in San Francisco, California (the "Office"), or such other or additional offices as the Trustee may designate from time to time as the corporate trust office.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease Agreement, on the Maturity Date identified above, or any earlier prepayment date, the Principal Amount identified above representing a direct, undivided fractional share of the portion of the Lease Payments designated as principal, and to receive on _____ 1, 2016, and semiannually thereafter on ___ 1 and ___ 1 of each year (the "Interest Payment Dates") until payment in full of said principal, the Registered Owner's direct, undivided fractional share of the Lease Payments designated as interest

coming due during the period immediately preceding each of the Interest Payment Dates.

Interest represented hereby shall be payable from the Interest Payment Date next preceding the date of execution of this Certificate unless (a) this Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (b) unless this Certificate is executed on or before ___ 15, 2016, in which event interest is payable from the Dated Date identified above. The Registered Owner's share of the portion of the Lease Payments designated as interest is the result of the multiplication of the aforesaid share of the portion of the Lease Payments designated as principal by the Rate of Interest per annum identified above, calculated on the basis of a 360-day year comprised of twelve 30-day months. Principal represented hereby is payable in lawful money of the United States of America, upon presentation and surrender hereof at the Trust Office of the Trustee, and interest represented hereby is payable by check mailed by first class mail by the Trustee on each Interest Payment Date to the Registered Owner at such Owner's address as it appears on the registration books of the Trustee as of the close of business on the 15th day of the month preceding such Interest Payment Date.

This Certificate has been executed and delivered by the Trustee under the terms of a Trust Agreement dated as of March 1, 2016, between the Trustee, the Corporation and the District (the "Trust Agreement"). The District has certified that it is authorized to enter into the Lease Agreement and the Trust Agreement under the laws of the State of California, for the purpose of leasing certain real property (the "Leased Property") used for the municipal purposes of the District. Reference is hereby made to the Lease Agreement and the Trust Agreement (copies of which are on file at the Trust Office of the Trustee) for a description of the terms on which the Certificates are delivered, the rights thereunder of the owners of the Certificates, the rights, duties and immunities of the Trustee and the rights and obligations of the District under the Lease Agreement, to all of the provisions of the Lease Agreement and the Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

The District is obligated under the Lease Agreement to pay the Lease Payments for the Leased Property from any source of available funds, subject to certain exceptions as set forth in the Lease Agreement. As more fully described in the Lease Agreement, the Lease Payments are subject to abatement during any period in which by reason of damage or destruction to the Leased Property in whole or in part, or by reason of eminent domain proceedings with respect to the Leased Property in whole or in part, there is substantial interference with the use and occupancy by the District of the Leased Property or any portion thereof; such abatement shall be in an amount agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining portions of the Leased Property. The obligation of the District to pay the Lease Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay the Lease Payments does not constitute a debt of the District, the State of California or any of its political subdivisions, and does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Certificates maturing on or before ___ 1, 20__, are not subject to optional prepayment before their respective stated maturities. The Certificates maturing on or after ___ 1, 20__, are subject to prepayment prior to their respective stated maturities, at the option of the District, in whole, or in part among maturities on such basis as designated by the District and by lot within any one maturity, on ___ 1, 20__, or on any date thereafter, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

The Certificates maturing on ___ 1, 20__, are also subject to mandatory sinking fund prepayment by lot on ___ 1 in each of the years and in the respective principal amounts as set forth in the following table, in each case from the principal components of the Lease Payments required to be paid with respect to each of such dates, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the prepayment date, without premium, as follows:

Sinking Fund Prepayment Date (___ 1)	Principal Amount To Be Prepaid

The Certificates are subject to mandatory prepayment, in whole, on any business day, or in part on any Interest Payment Date among maturities on a pro rata basis and by lot within a maturity, from certain proceeds of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under the Lease Agreement and the Trust Agreement, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

As provided in the Trust Agreement, the Trustee shall mail notice of prepayment of the Certificates by first class mail, postage prepaid, not less than 30 nor more than 60 days before the prepayment date, to the registered owners of the Certificates to be prepaid, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment or the cessation of accrual of interest represented thereby. If this Certificate is called for prepayment and payment is duly provided therefor as specified in the Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment.

This Certificate is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such transfer a new Certificate or Certificates, of authorized denomination or denominations,

representing the same aggregate principal amount and representing the same rate of interest, will be delivered to the transferee in exchange herefor. The District, the Corporation and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the District, the Corporation and the Trustee shall not be affected by any notice to the contrary.

The Trustee is not required to register the transfer or exchange of any Certificate during the period in which the Trustee is selecting certificates for prepayment or any Certificate selected for prepayment.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of the Certificates then outstanding, and may be amended without such consent under certain circumstances; provided that no such amendment shall extend the fixed maturity of any Certificate or reduce the interest or principal represented thereby, without the express consent of the owner of such Certificate.

The Trustee has no obligation or liability to the owners of the Certificate to make any payment of the interest, principal or premium (if any) represented by the Certificates, other than as provided in the Trust Agreement from the Lease Payments and amounts credited thereto received or held by the Trustee. The recitals herein shall be taken as statements of the Corporation and the District and not of the Trustee. The Trustee has executed this Certificate solely in its capacity as Trustee under the Trust Agreement and not in its individual or personal capacity.

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Trustee for registration of transfer, exchange or payment, and any Certificate executed and delivered is registered in the name of Cede & Co. or such other name as 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 since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by U.S. Bank National Association, as Trustee, acting under the Trust Agreement.

Execution Date: _____

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature(s) must be guaranteed by an eligible guarantor institution (banks, stockbrokers, saving and loan associations and credit unions with membership in an approved signature medallion program) pursuant to Securities and Exchange Commission Rule 17Ad-15.

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Certificate in every particular without alteration or enlargement or any change whatsoever.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE -- FULL BOOK-ENTRY **S&P: "__"**

See "RATING" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel, subject, however to certain qualifications described herein, under existing law, the portion of lease payments designated as and comprising interest and received by the owners of the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, although for the purpose of computing the alternative minimum tax imposed on certain corporations, such interest is taken into account in determining certain income and earning. In the further opinion of Special Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS".

$8,000,000*

2016 CERTIFICATES OF PARTICIPATION

Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the

OXNARD SCHOOL DISTRICT

to Public Property Financing Corporation of California
(Property Acquisition and Improvement Project)

Dated: Date of Delivery **Due: August 1, as shown on inside cover**

Purposes. The captioned refunding certificates of participation (the "Certificates") are being executed and delivered to (a) provide funds to finance capital facility improvement projects to facilities of the Oxnard School District (the "District"), and (b) pay certain costs of executing and delivering the Certificates, including, but not limited to, the premiums to acquire certificate insurance (if any) and a reserve fund surety to be credited to the Reserve Fund (defined herein). See "FINANCING PLAN" herein.

Security. The Certificates evidence direct, undivided fractional interests of the owners thereof in Lease Payments to be made by the District for the use and occupancy of certain real property and improvements under a Lease Agreement, dated as of March 1, 2016 (the "Lease Agreement"), between the District and the Public Property Financing Corporation of California, a California nonprofit public benefit corporation (the "Corporation"). The Lease Payments will be payable from any source of available funds of the District, subject to the provisions of the Lease Agreement described herein regarding abatement and defeasance. The District is required under the Lease Agreement to take such action as may be necessary to include all Lease Payments coming due in each of its annual budgets during the term of the Lease and to make the necessary annual appropriations for all such Lease Payments. The semiannual Lease Payments payable under the Lease Agreement will comprise the interest and principal represented by the Certificates. The Certificates will be secured under a Trust Agreement dated as of March 1, 2016, among the District, the Corporation and U.S. Bank National Association, Los Angeles, California, as trustee (the "Trustee"). Under an Assignment Agreement dated as of March 1, 2016, between the Corporation and the Trustee, the Lease Payments will be irrevocably assigned to the Trustee for the benefit of the Owners of the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES." See also "RISK FACTORS."

Interest. Interest represented by the Certificates will be payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 2016. See "THE CERTIFICATES."

Book-Entry Only. When executed and delivered, the Certificates will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Certificates. Ownership interests in the Certificates may be purchased in book-entry form only. Beneficial owners of Certificates will not receive physical certificates representing the Certificates purchased, but will receive a credit balance on the books of the nominees of such purchasers who are participants of DTC. See "THE CERTIFICATES – Book-Entry Only System" and "APPENDIX F – Book-Entry Only System."

Payments. Principal, premium, if any, and interest due with respect to the Certificates will be paid by the Trustee to DTC, which will in turn remit those payments to its participants for subsequent disbursement to the beneficial owners of the Certificates as described in this Official Statement. See "THE CERTIFICATES – Book-Entry Only System" and "APPENDIX F – Book-Entry Only System."

Prepayment. The Certificates are subject to optional prepayment, mandatory prepayment from net proceeds of insurance or condemnation, extraordinary optional repayment from General Obligation Bond Proceeds (defined herein) and mandatory sinking fund prepayment prior to their maturity. See "THE CERTIFICATES – Prepayment."

Limited Obligation. NEITHER THE CERTIFICATES NOR THE OBLIGATION OF THE DISTRICT TO MAKE LEASE PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE DISTRICT, THE CORPORATION, THE MEMBERS OF THE CORPORATION, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF CALIFORNIA OR OTHERWISE, OR AN OBLIGATION FOR WHICH THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

Certificate Insurance. The District has applied for a certificate insurance policy to insure the payment of principal and interest with respect to the Certificates and for a reserve fund surety bond to be credited to the Reserve Fund (described herein). If an insurance policy and/or a reserve fund surety bond is purchased, the terms will be reflected in the final Official Statement. The District will consider such purchase only after analyzing the related premiums and the benefits to be realized at pricing. See "CERTIFICATE INSURANCE" and "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES - Reserve Fund."

MATURITY SCHEDULE
(See inside cover)

This cover page contains information for quick reference only. It is not a summary of all the provisions of the Certificates. Investors must read the entire official statement to obtain information essential in making an informed investment decision. See "RISK FACTORS" for a discussion of factors that should be considered, in addition to the other matters set forth in this Official Statement, in evaluating the investment quality of the Certificates.

The Certificates are offered when, as and if executed and delivered, subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel. Certain legal matters will be passed upon for the District by Jones Hall, A Professional Law Corporation, San Francisco, California, as Disclosure Counsel. It is anticipated that the Certificates will be available for delivery to DTC in New York, New York, on or about _____ __, 2016.*

STIFEL

The date of this Official Statement is: _____ __, 2016

*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*

$_____ Principal Amount Serial Certificates

Maturity Date (_____ 1)	Principal Amount	Interest Rate	Yield	CUSIP†

$_____- _____% Term Certificates due _____ 1, 20__; Yield: ____; CUSIP†: _____

** Preliminary; subject to change.*

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services (CGS) which is managed on behalf of the American Bankers Association by S&P Capital IQ. CUSIP® data is not intended to create a database and does not serve in any way as a substitute for the CUSIP® Service Bureau. CUSIP® numbers are provided for convenience of reference only. Neither the District nor the Underwriter take any responsibility for the accuracy of such numbers.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Certificates 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 Certificate 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 Certificates 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 overallot or take other steps that stabilize or maintain the market prices of the Certificates at levels above those that 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 Certificates 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 Trust Agreement, the Site Lease, the Lease Agreement, the Assignment Agreement, the Escrow Agreements 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 Certificates 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 Certificates 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 Certificates will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the Corporation, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Certificates.

OXNARD SCHOOL DISTRICT
VENTURA COUNTY
STATE OF CALIFORNIA

BOARD OF TRUSTEES

Veronica Robles-Solis, *President*
Debra M. Cordes, *Clerk*
Albert Duff, *Trustee*
Ernest Morrison *Trustee*
Denis O'Leary, *Trustee*

DISTRICT ADMINISTRATIVE STAFF

Dr. Cesar Morales, *Superintendent*
Lisa Cline, *Assistant Superintendent*, *Business and Fiscal Services*
Robin I. Freeman, *Assistant Superintendent, Educational Services*
Dr. Jesus Vaca, *Assistant Superintendent, Human Resources and Support Services*

FINANCIAL ADVISOR

Caldwell Flores Winters Inc.
Emeryville, California

SPECIAL COUNSEL and DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

UNDERWRITER'S COUNSEL

[_____]
Los Angeles, California

TRUSTEE

U.S. Bank National Association
Los Angeles, California

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APPENDIX C - GENERAL INFORMATION ABOUT THE CITY OF OXNARD AND VENTURA COUNTY
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APPENDIX G - VENTURA COUNTY INVESTMENT POLICY AND QUARTERLY REPORT

OFFICIAL STATEMENT

$8,000,000*
2016 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the
OXNARD SCHOOL DISTRICT
to Public Property Financing Corporation of California (Property Acquisition and Improvement Project)

INTRODUCTION

This Official Statement (which includes the cover page and Appendices hereto) (collectively, the "**Official Statement**"), provides certain information concerning the sale and delivery of the refunding certificates of participation captioned above (the "**Certificates**"), which evidence the direct, undivided fractional interests of the Owners thereof in lease payments (the "**Lease Payments**") to be made by the Oxnard School District (the "**District**") pursuant to a Lease Agreement, dated as of March 1, 2016 (the "**Lease Agreement**"), by and between the District and Public Property Financing Corporation of California (the "**Corporation**").

All capitalized terms used in this Official Statement but not otherwise defined have the meanings set forth in the Trust Agreement (defined below) or the Lease Agreement. See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS."

Use of Proceeds. The net proceeds of the sale of the Certificates will be used for the following purposes:

(i) to finance the acquisition and improvement of real property to be used by the District for educational facilities, and

(ii) to pay certain costs incurred in connection with the execution and delivery of the Certificates, which may include, but are not limited to, the payment of premiums to obtain a certificate insurance policy (the **"Certificate Insurance Policy"**) and a reserve fund surety (the **"Reserve Fund Surety"**).

See "FINANCING PLAN."

Security and Sources of Payment. The Certificates evidence and represent the direct, undivided fractional interests of the registered owners (the "**Owners**") thereof in the Lease Payments to be made by the District for the right to use certain real property and improvements (the "**Site**"), to be leased by the District from the Corporation under the Lease Agreement. The Site and all improvements thereon as of the date the Certificates are delivered as hereinafter referred to as the "**Leased Property**" as more particularly described under the heading "THE LEASED PROPERTY."

**Preliminary; subject to change.*

The District and the Corporation will enter into a Site Lease, dated as of March 1, 2016 (the "**Site Lease**"). Under the Site Lease, the District (as owner of the Leased Property) will lease the Leased Property to the Corporation. Concurrently, the District and the Corporation will enter into the Lease Agreement, under which the District will sublease the Leased Property back from the Corporation.

The Certificates will be executed and delivered under a Trust Agreement dated as of March 1, 2016 (the "**Trust Agreement**"), among the District, the Corporation and U.S. Bank National Association San Francisco, California, as trustee (the "**Trustee**").

The Trustee and the Corporation will enter into an Assignment Agreement dated as of March 1, 2016 (the "**Assignment Agreement**"), under which the Corporation will assign to the Trustee for the benefit of the Certificate Owners substantially all of the Corporation's right, title and interest in and to the Lease Agreement, including its right to receive the Lease Payments due under the Lease Agreement, provided that the Corporation will retain the rights to indemnification and to payment or reimbursement of its reasonable costs and expenses under the Lease Agreement.

See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

LIMITED OBLIGATION. THE OBLIGATION OF THE DISTRICT TO PAY THE LEASE PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE DISTRICT, THE CORPORATION, THE VENTURA COUNTY (THE "**COUNTY**") OR THE STATE OF CALIFORNIA (THE "**STATE**") OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE DISTRICT, THE COUNTY OR THE STATE IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT OR THE STATE HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

Covenant to Appropriate*; *Abatement. The District is required under the Lease Agreement to take such action as may be necessary to include all Lease Payments coming due in each of its annual budgets during the term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments. The semiannual Lease Payments payable under the Lease Agreement will comprise the interest and principal represented by the Certificates. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

However, the Lease Payments are subject to complete or partial abatement in the event and to the extent that there is substantial interference with the District's right to use and possession of the Leased Property or any portion thereof. If the Lease Payments are abated under the Lease Agreement, and are not paid from alternative sources as described in this Official Statement, the Certificate Owners would receive less than the full amount of principal and interest represented by the Certificates. To the extent proceeds of rental interruption insurance are available or there are moneys in the Reserve Fund with respect to the Certificates (as described below), Lease Payments (or a portion thereof) may be made from those sources during periods of abatement. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Abatement" and "RISK FACTORS."

The obligation of the District to make the Lease Payments does not constitute a debt of the District, or of the State or of any of its political subdivisions within the meaning of any

constitutional or statutory debt limit or restriction, and does not constitute an obligation for which the District or the State is obligated to levy or pledge any form of taxation or for which the District or the State has levied or pledged any form of taxation.

[Certificate Insurance; Reserve Fund Surety. The District has applied for a certificate insurance policy to insure the payment of principal and interest with respect to the Certificates and for a reserve fund surety bond to be credited to the Reserve Fund (described herein). If purchased, the terms will be reflected in the final Official Statement. The District will consider such purchase only after analyzing the related premiums and the benefits to be realized at pricing. See "CERTIFICATE INSURANCE" and "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES - Reserve Fund."]

Summaries of Documents. The summaries or references to the Site Lease, the Trust Agreement, the Lease Agreement, the Assignment Agreement and other documents, agreements and statutes referred to in this Official Statement, and the description of the Certificates included in this Official Statement, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entireties by reference to each such document or statute.

[Remainder of page intentionally left blank.]

FINANCING PLAN

The proceeds of the Certificates will be applied to finance the acquisition of real property for use by the District as educational facilities (the "Project"). See also "SOURCES AND USES OF FUNDS" herein.

Pursuant to the Trust Agreement, the Trustee will establish a project fund (the **"Project Fund"**) into which a portion of the Certificate proceeds will be deposited in order to finance the Project. Funds deposited in the Project Fund will be withdrawn by the Trustee upon the written request of the District to pay or reimburse Project Costs, as defined in the Trust Agreement. See APPENDIX A - SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS - TRUST AGREEMENT."

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Certificates are as follows:

Sources of Funds

Principal Amount of Certificates

Plus/Less Original Issue Premium/Discount

Total Sources

Uses of Funds

Project Fund

Delivery Costs[1]

Total Uses

(1) All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, and fees of Special Counsel, Disclosure Counsel, Financial Advisor, Trustee, Certificate insurance premium (if any), reserve fund surety premium (if any), the rating agencies and certain other costs.

THE LEASED PROPERTY

Description and Location

Lease Payments will be made by the District under the Lease for the use and possession of the land and buildings comprising the District's administration and operations facility (the **"Leased Property"**). The Leased Property consists of ____ buildings (___ square feet) located on ____ acres. The insured replacement value of the buildings is $_____ on a combined basis.

Fair Rental Value

The Lease Agreement provides that the Lease Payments payable in a Fiscal Year will constitute the total rental for the Leased Property for that Fiscal Year, and will be paid by the District in each Fiscal Year for and in consideration of the right of the use and occupancy of, and the continued quiet use and enjoyment of the Leased Property during each Fiscal Year.

The Corporation and the District have agreed and determined in the Lease Agreement that the total Lease Payments represent the fair rental value of the Leased Property. In making such determination, consideration has been given to the estimated fair market value of the Leased Property, other obligations of the parties under the Lease, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the District and the general public.

Substitution

The Lease Agreement provides that, upon compliance with certain conditions specified therein, the District may substitute alternate real property for all or any portion of the Leased Property or to release a portion of the Leased Property from the Lease Agreement. See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement."

THE CORPORATION

The Public Property Financing Corporation of California is a nonprofit public benefit corporation organized under the Nonprofit Public Benefit Corporation Law of the State of California. The Corporation was formed for the specific and primary purpose of rendering assistance to California school districts and other public agencies by, among other methods, acquiring, leasing, construction or financing various public facilities, land, equipment and other improvements and property for the use, benefit and enjoyment of the public. The board of trustees of the Corporation approved participation in the execution and delivery of the Certificates at a special meeting held on _____, 2016.

THE CERTIFICATES

Certificate Terms

General. The Certificates evidence and represent direct, fractional undivided interests of the Owners thereof in the principal and interest components of Lease Payments to be made by the District pursuant to the Lease Agreement.

The Certificates are dated the date of original delivery thereof and will be executed and delivered, without coupons, in denominations of $5,000 or any integral multiple thereof, except that no Certificate shall represent principal payable in more than one year. The interest components evidenced by the Certificates will be due and payable semiannually on February 1 and _____ 1 of each year (each a "**Payment Date**"), commencing _____ 1, 2016.

Each Certificate shall be dated as of the date of its execution, and interest represented thereby shall be payable from the Payment Date next preceding the date of execution thereof, (a) unless it is executed following the close of business on the fifteenth day of the month preceding each Payment Date, whether or not such fifteenth day is a Business Day (a "**Record Date**") and on or before the next succeeding Payment Date, in which event interest represented thereby shall be payable from such Payment Date, or (b) unless it is executed on or before the first Record Date, in which event interest represented thereby shall be payable from the day when the Certificates, duly executed by the Trustee, are delivered to the Underwriter; *provided, however*, that if, as of the date of any Certificate, interest represented by such Certificate is in default, interest represented thereby shall be payable from the Payment Date to which interest has previously been paid or made available for payment with respect to such Certificate. Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

The Lease Payments evidenced by the Certificates will be payable no later than the fifteenth day preceding each Payment Date (in the event that any payment due under the Lease Agreement is due on a day which is not a Business Day, such payment shall be made on the next Business Day), the principal components of which will evidence interest components calculated at the rates per annum, all as set forth on the front inside cover page of this Official Statement.

Prepayment

The Certificates are subject to prepayment as described below. Capitalized terms used below and not defined have the meanings assigned to such terms in the Trust Agreement. See "APPENDIX A - SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DCUMENTS."

Optional Prepayment. The Certificates maturing on or before _____ 1, 20__, are not subject to optional prepayment before their respective stated maturities. The Certificates maturing on or after _____ 1, 20__, are subject to prepayment prior to their respective stated maturities, at the option of the District, in whole, or in part among maturities on such basis as designated by the District and by lot within any one maturity, on _____ 1, 20__, or on any date thereafter, upon payment of a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment, without premium.

Mandatory Prepayment from Sinking Fund Prepayments. The Certificates maturing on _____ 1, 20__ (the **"Term Certificates"**) are subject to mandatory sinking fund prepayment by lot on _____ 1 in each year as set forth in the following tables, from the principal components

of the Lease Payments required to be paid with respect to each of such dates, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the prepayment date, without premium, as follows:

Sinking Fund Prepayment Date (_____ 1)	**Principal Amount To Be Prepaid**

Notwithstanding the foregoing, if some but not all of the Term Certificates are prepaid under the Trust Agreement, the aggregate principal amount of the Term Certificates to be prepaid in each year as reflected in the foregoing table shall be reduced by the aggregate principal amount of Term Certificates so prepaid, to be allocated among sinking fund installments on a pro rata basis in integral multiples of $5,000 such that the resulting amount of principal represented by the Term Certificates subject to prepayment on any date is equal to the aggregate principal components of the Lease Payments coming due and payable on such date.

***Mandatory Prepayment from Net Proceeds*.** The Certificates are subject to mandatory prepayment, in whole on any Business Day (as defined in the Trust Agreement), or in part on any Interest Payment Date among maturities on a pro rata basis and by lot within a maturity, from the Net Proceeds (as defined in the Trust Agreement) of insurance or eminent domain proceedings credited towards the prepayment of the Lease Payments under the Lease Agreement and Trust Agreement, at a prepayment price equal to 100% of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium. See "APPENDIX A - SUMMARY OF PRINCIPAL LEGAL DOCUMENTS."

Purchase In Lieu of Prepayment. In lieu of prepayment of Certificates as provided in the Trust Agreement and described above, amounts held by the Trustee for such prepayment may, at the written request of the District, be applied by the Trustee to the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the District may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificates were prepaid.

Notice of Prepayment. The Trustee shall give notice of the prepayment of the Certificates on behalf and at the expense of the District by first class mail with postage prepaid, to the Securities Depositories and to the Owners of Certificates designated for prepayment at their respective addresses appearing on the Registration Books, at least 30 days but not more than 60 days prior to the prepayment date. Such notice must:

(a) state the prepayment date and prepayment price;

(b) state the numbers or maturities of the Certificates to be prepaid, if less than all of the then Outstanding Certificates are to be called for prepayment;

(c) if a Certificate is to be prepaid only in part, identify the portion of the Certificate which is to be prepaid;

(d) require that such Certificates be surrendered on the prepayment date at the Office of the Trustee for prepayment at said prepayment price;

(e) state that interest represented by the Certificates will not accrue after the prepayment date; and

(f) state that on the prepayment date the principal and premium, if any, represented by each Certificate will become due and payable, together with accrued interest represented thereby to the prepayment date, and that from and after such date interest represented thereby ceases to accrue and be payable.

Neither the failure to receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the prepayment of such Certificates or the cessation of accrual of interest represented thereby from and after the date fixed for prepayment.

While the Certificates are subject to the book-entry system, the Trustee will not be required to give any notice of prepayment to any person or entity other than DTC and to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System and at the District's written direction, other securities depositories and information services. DTC and the DTC Participants shall have sole responsibility for providing any such notice of prepayment to the Beneficial Owners of the Certificates to be prepaid. Any failure at DTC to notify any DTC Participant, or any failure of a DTC Participant to notify the Beneficial Owner of any Certificates to be prepaid, of a notice of prepayment or its content or effect will not affect the validity of the notice of prepayment, or alter the effect of prepayment described below under "Effect of Prepayment."

Selection of Certificates. Whenever provision is made in the Trust Agreement for the prepayment of Certificates and less than all Outstanding Certificates of any maturity are called for prepayment, the Trustee shall select Certificates of such maturity for prepayment by lot. For the purposes of such selection, Certificates shall be deemed to be composed of $5,000 portions, and any such portion may be separately prepaid.

Effect of Prepayment. Moneys for the prepayment (including the interest to the applicable date of prepayment) of Certificates having been set aside in the Lease Payment Fund, the Certificates shall become due and payable on the date of such prepayment, and, upon presentation and surrender thereof at the Office of the Trustee, said Certificates shall be paid at the unpaid principal amount (or applicable portion thereof) represented thereby plus interest accrued and unpaid to said date of prepayment.

If, on said date of prepayment, moneys for the prepayment of all the Certificates to be prepaid, together with interest represented thereby to said date of prepayment, shall be held by the Trustee so as to be available therefor on such date of prepayment, then, from and after said date of prepayment, interest represented by the Certificates shall cease to accrue and become payable. All moneys held by the Trustee for the prepayment of Certificates shall be held in trust for the account of the Owners of the Certificates so to be prepaid, and shall be held by the Trustee in cash uninvested.

Book-Entry Only System

The Certificates will be executed and delivered as fully registered certificates, registered in the name of Cede & Co. as nominee of DTC, and will be available to actual purchasers of the Certificates (the "**Beneficial Owners**") in the denominations set forth above, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants (as defined in this Official Statement) as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Certificates. See "APPENDIX F – Book-Entry Only System." If the book-entry-only system is no longer used with respect to the Certificates, the Certificates will be registered and transferred in accordance with the Trust Agreement, as described below.

Transfer and Exchange of Certificates

While the Certificates are subject to DTC's book-entry system, their exchange and transfer will be effected through DTC and the Participants and will be subject to the procedures, rules and requirements established by DTC. See "APPENDIX F – Book-Entry Only System." During any period in which the Certificates are not subject to DTC's book-entry system, their exchange and transfer will be governed by provisions of the Trust Agreement summarized in "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS."

LEASE PAYMENT SCHEDULE

Following is the schedule of Interest Payment Dates with respect to the Certificates. Under the Lease Agreement, Lease Payments are due the 15th calendar day of the month immediately preceding each Interest Payment Date.

Date	Principal Component	Interest Component	Total Payments
Totals			

SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES

Nature of the Certificates

General. Each Certificate evidences and represents a direct, undivided fractional interest in the principal component of the Lease Payment due under the Lease Agreement on the payment date or prepayment date of such Certificate, and the interest component of all Lease Payments (based on the stated interest rate with respect to such Certificate) to accrue from the date of delivery to its principal payment date or prepayment date, as the case may be.

Assignment of Rights in Lease to Trustee. The Corporation, under the Assignment Agreement, will assign to the Trustee for the benefit of the Certificate Owners substantially all of the Corporation's right, title and interest in and to the Lease Agreement, including, without limitation, its right to receive Lease Payments to be paid by the District; except that the Corporation will retain certain rights under the Lease Agreement (including the rights to Additional Rental Payments, repayment of advances, indemnification and payment of attorneys' fees). The District will pay Lease Payments directly to the Trustee, as assignee of the Corporation. See "– Lease Payments" below.

Lease Payments

General. For the right to the use and occupancy of the Leased Property, the Lease Agreement requires the District to make Lease Payments. To secure the payment of the Lease Payments, the District is required to pay to the Trustee, for deposit into the Lease Payment Account established and maintained by the Trustee, on the fifteenth day before each Payment Date, an amount sufficient to pay the Lease Payment then due.

Pursuant to the Trust Agreement, the Trustee shall withdraw moneys from the Lease Payment Account on each Payment Date in amounts which equal the Lease Payment due on such Payment Date and shall cause all sums withdrawn from the Lease Payment Account to be deposited in the Certificate Payment Account, and shall cause the same to be applied to the payment of principal and interest evidenced by the Certificates due on such Payment Date.

Scheduled Lease Payments relating to the Certificates are set forth above under the heading "LEASE PAYMENT SCHEDULE."

Additional Rent. The Lease Agreement requires the District to pay, as additional rent ("**Additional Rent**") thereunder in addition to the Lease Payments, such amounts as shall be required for the payment of all taxes and assessments levied upon the Leased Property, all fees and expenses of the Trustee in connection with the performance of its duties under the Lease Agreement and the Trust Agreement, insurance premiums and all other amounts payable under the Lease Agreement or the Trust Agreement and reimbursements due under the Certificate Insurance Policy and the Reserve Fund Surety.

Covenant to Appropriate Funds. The District covenants under the Lease Agreement to take such action as may be necessary to include all Lease Payments, Reserve Replenishment Rent (as described below) and payments of Additional Rent (collectively, "**Total Rent**") due under the Lease Agreement in its annual budget. The Lease Agreement provides that it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to

enable the District to carry out and perform such covenant. The Lease Agreement provides that, during the term of the Lease Agreement, the District will furnish to the Trustee, no later than 20 days following adoption of the budget for that fiscal year, a certificate stating that the Total Rent due in that fiscal year have been included in the budget approved by the District's board of trustees for such fiscal year; or if no budget has been approved by August 15th of any year, the District shall deliver to the Trustee no later than August 30th of such year, a certificate stating that the Total Rent due in that fiscal year have been appropriated by a resolution duly adopted by the District's board of trustees.

See "APPENDIX A - SUMMARY OF CERTAIN PROVISIONS OF LEGAL DOCUMENTS - The Lease Agreement - Lease Payments."

Abatement

Total Rent is paid by the District in each rental period for the District's right to use and occupy the Leased Property for such rental period. The obligation of the District to pay Total Rent will be abated, proportionately, during any period in which, by reason of damage or destruction, or taking in eminent domain or any defect in title to the Leased Property, there is substantial interference with the use and possession of the Leased Property by the District. The Lease Agreement provides that the amount of such abatement shall be such that the resulting Lease Payments represent the fair consideration for the use and possession of the portion of the Leased Property not damaged or destroyed or taken; provided, however, that such abatement shall not result so long as moneys in the Lease Payment Account and the Reserve Account and Net Proceeds of insurance and rental interruption insurance and condemnation awards are sufficient to make Lease Payments when and as due.

Such abatement or adjustment, if any, will continue for the period commencing with such damage or destruction or taking and ending with the substantial completion of the work of repair or reconstruction; and the term of this Lease Agreement shall be extended as provided in the Lease Agreement, except that the term of the Lease Agreement will in no event be extended more than ten years beyond the termination date. Abatement of Total Rent is not an event of default under the Lease Agreement and does not permit the Trustee to take any action or avail itself of any remedy against the District. In the event of any such partial damage or destruction or taking, the Lease Agreement will continue in full force and effect and the District waives any right to terminate the Lease Agreement by virtue of any such damage or destruction or taking. For information regarding rental interruption insurance, see " – Covenant to Maintain Property Insurance" below.

The Trustee cannot terminate the Lease Agreement solely on the basis of such substantial interference. Abatement of Total Rent is not an event of default under the Lease Agreement and does not permit the Trustee to take any action or avail itself of any remedy against the District. For a description of abatement resulting from condemnation of all or part of the Leased Property, see "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement – Lease Payments – Abatement of Rent."

Limited Obligation

THE OBLIGATION OF THE DISTRICT TO MAKE THE LEASE PAYMENTS DOES NOT CONSTITUTE A DEBT OF THE DISTRICT, THE CORPORATION OR THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY

CONSTITUTIONAL OR STATUTORY DEBT LIMIT OR RESTRICTION, AND DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE DISTRICT, THE COUNTY OR THE STATE IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE DISTRICT, THE COUNTY OR THE STATE HAS LEVIED OR PLEDGED ANY FORM OF TAXATION.

Termination or Abatement Due to Eminent Domain. Under the Lease Agreement, if the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term of the Lease Agreement will cease with respect thereto as of the day possession is so taken.

If less than all of the Leased Property is taken permanently, or if the Leased Property is taken temporarily, under the power of eminent domain, (a) the Lease Agreement will continue in full force and effect with respect thereto and will not be terminated by virtue of such taking, and the parties waive the benefit of any law to the contrary, and (b) there will be a partial abatement of Lease Payments allocated thereto, in an amount to be agreed upon by the District and the Corporation such that the resulting Lease Payments represent fair consideration for the use and occupancy of the remaining usable portions of the Leased Property, calculated in accordance with the Lease Agreement.

However, there will be no abatement of Lease Payments to the extent that amounts in the Reserve Fund, insurance proceeds and eminent domain proceeds are available to pay Lease Payments that would otherwise be abated under this provision, and such proceeds and amounts will constitute a special fund for the payment of the Lease Payments.

Lease Payment Account

Establishment. Under the Trust Agreement the Trustee will establish a special fund designated as the "Lease Payment Account." All moneys at any time deposited by the Trustee in the Lease Payment Account will be held by the Trustee in trust for the benefit of the District and the Owners of the Certificates.

So long as any Certificates are Outstanding, neither the District nor the Corporation will have any beneficial right or interest in the Lease Payment Account or the moneys deposited therein, except only as provided in the Trust Agreement, and such moneys will be used and applied by the Trustee as set forth in the Trust Agreement.

Deposits. All Lease Payments received by the Trustee will be deposited in the Lease Payment Account.

Application of Moneys. All amounts in the Lease Payment Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal, interest and prepayment premiums (if any) represented by the Certificates as they become due and payable, in accordance with the Trust Agreement.

Lease Payment Account; Surplus. Any surplus remaining in the Lease Payment Account after prepayment and payment of all Certificates, including premiums and accrued interest (if any) and payment of any applicable fees and expenses to the Trustee, or provision for such prepayment or payment having been made to the satisfaction of the Trustee, will be withdrawn by the Trustee and remitted to the District.

Action on Default

If the District defaults under the Lease Agreement, the Trustee, as assignee of the Corporation's rights under the Lease Agreement, may terminate the Lease Agreement and recover certain damages from the District, or may retain the Lease Agreement and hold the District liable for all Lease Payments thereunder on an annual basis. Lease Payments may not be accelerated upon a default under the Lease Agreement. See "RISK FACTORS."

For a description of the events of default and permitted remedies of the Trustee (as assignee of the Corporation) contained in the Lease Agreement and the Trust Agreement, see "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS."

Reserve Fund

A reserve fund (the **"Reserve Fund"**) is established by the Trust Agreement and is required to be funded in an amount of the **"Reserve Requirement"**, being, as of the date of calculation thereof, an amount equal to the lesser of (a) $_____, or (b) the maximum amount of Lease Payments (excluding Lease Payments with respect to which the District has posted a security deposit under the Lease Agreement) coming due in the current or any future Fiscal Year.

The Reserve Fund is required to be maintained until all Lease Payments are paid in full pursuant to the Lease Agreement and until the first date upon which the Certificates are no longer Outstanding.

[To be updated as appropriate:] [The Reserve Requirement, or any portion thereof, may be satisfied by crediting to the Reserve Fund moneys, a letter of credit, a bond insurance policy, or any other comparable credit facility or any combination thereof (each a "**Reserve Facility**"), which in the aggregate make funds available in the Reserve Fund in an amount equal to the Reserve Requirement; however, the long-term unsecured debt or claim-paying ability, as the case may be, of the provider of any such letter of credit, bond insurance policy or any other comparable credit facility, must have a rating of at least "A" from Moody's, and/or "A" from S&P, on the date such security is deposited into the Reserve Fund (provided that the Trustee shall be under no obligation and have no responsibility whatsoever to independently determine or verify such rating other than at the time of delivery).

The District may acquire a Reserve Fund Surety for the Certificates in an amount equal to the initial Reserve Requirement, which will be credited to the Reserve Fund for the Certificates. Amounts available in the Reserve Fund, including amounts available pursuant to the Reserve Fund Surety, are to be used to make delinquent Lease Payments to the extent that the moneys available in the Lease Payment Account do not equal the amount of the principal and interest evidenced by the Certificates then coming due.

If (i) funds have been withdrawn from the Reserve Fund in order to pay interest or principal evidenced by the Certificates or a draw on a Reserve Facility shall have been made or if there shall be a deficiency in the Reserve Fund resulting from a decrease of 10% or more in the market value of the Permitted Investments in the Reserve Fund, determined as provided in the Trust Agreement, (ii) Lease Payments are not in abatement under the Lease Agreement, (iii) the amount of the Lease Payments is less than the fair rental value of the Leased Property, and (iv) the amount on deposit in the Reserve Fund is less than the Reserve Requirement, then the

Lease Agreement provides that the District shall pay from its first available moneys after payment of Lease Payments, to the Trustee, Reserve Replenishment Rent consistent with such fair rental value (a) over a one-year period, in substantially equal quarterly payments as further provided in the Trust Agreement, or (b) if such payments prescribed in clause (a) are inconsistent with fair rental value, in such maximum amounts as shall be recommended by the appraisal referenced in the Lease Agreement consistent with fair rental value on each Lease Payment Date until the amount on deposit in the Reserve Fund equals the Reserve Requirement; provided, if a draw on a Reserve Facility shall have been made, then the Lessee shall repay the costs in accordance with the Trust Agreement or such costs in accordance with the applicable Reserve Facility.

See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS" for a further description of the application of funds in the Reserve Fund.

Covenant to Maintain Insurance

The Lease Agreement requires the District to obtain public liability and property damage insurance, casualty insurance, rental interruption insurance, and to obtain a title insurance policy with respect tot the Leased Property, as described below.

Public Liability and Property Damage Insurance. The District will maintain or cause to be maintained, throughout the term of the Lease, comprehensive general insurance in protection of the Corporation, the District and their respective members, officers, agents, employees and assigns. Such insurance shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Such insurance shall provide coverage in such liability limits and be subject to such deductibles as the District deems adequate and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of a program of self-insurance by the District, or in the form of the participation by the District in a joint powers authority or other program providing pooled insurance. The District shall apply the proceeds of such insurance toward extinguishment or satisfaction of the liability with respect to which the net proceeds are paid.

Casualty Insurance. The District will procure and maintain, or cause to be procured and maintained, at all times throughout the term of the Lease, casualty insurance against loss or damage to the insured buildings, facilities and other improvements constituting any part of the Leased Property, in an amount at least equal to the lesser of (a) the replacement value of such buildings, facilities and improvements, or (b) the aggregate principal amount of the Outstanding Certificates. Such insurance shall, as nearly as practicable, cover loss or damage by fire, explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, and shall include earthquake coverage if such coverage is available at reasonable cost from reputable insurers in the reasonable determination of the District, whose determination is final and conclusive. Such insurance may be subject to such deductibles as the District deems prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the District in the form of self-insurance. The District shall apply the Net Proceeds of such insurance as provided in the Lease Agreement.

Rental Interruption Insurance. The District will procure and maintain, or cause to be procured and maintained, at all times throughout the term of the Lease, rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the buildings, facilities and other improvements constituting any part of the Leased Property, as a result of any of the hazards covered in due to a casualty as described in the preceding paragraphs, in an amount at least equal to the maximum Lease Payments coming due and payable during any two consecutive Fiscal Years during the remaining Term of the Lease. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and may be maintained in whole or in part in the form of the participation by the District in a joint powers authority or other program providing pooled insurance; provided that such insurance may not be maintained by the District in the form of self-insurance. The Net Proceeds of such insurance, if any, shall be paid to the Trustee and deposited in the Lease Payment Fund, and shall be credited towards the payment of the Lease Payments allocable to the insured improvements as the same become due and payable.

Title Insurance. The District shall obtain a CLTA title insurance policy insuring the District's leasehold estate in the Leased Property under the Lease, in an amount at least equal to the aggregate principal amount of the Certificates. All Net Proceeds received under such title insurance policy will be deposited with the Trustee in the Lease Payment Fund and credited towards the prepayment of the Lease Payments under the Lease Agreement.

See also "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement – Insurance."

Insurance and Condemnation Fund; Application of Net Proceeds

The Lease Agreement requires that Net Proceeds of any insurance or condemnation award with respect to the Leased Property (other than proceeds of rental interruption insurance, which are required to be deposited into the Lease Payment Account) be paid to the Trustee to be applied as provided in the Trust Agreement. The Trust Agreement provides that such Net Proceeds received by the Trustee shall be deposited in the Insurance and Condemnation Fund and that the District shall, within 90 days of the deposit of Net Proceeds with the Trustee, file a certificate with the Trustee and the Net Proceeds shall be applied by the Trustee as follows:

Application of Net Proceeds of Insurance.

Any Net Proceeds of insurance collected by the District in the event of accident to or destruction of any component of the Leased Property shall be paid to the Trustee under the Lease Agreement and deposited by the Trustee promptly upon receipt thereof in a special fund designated as the "Insurance and Condemnation Fund" which the Trustee shall establish. If the District determines and notifies the Trustee in writing of its determination, within 90 days following the date of such deposit, that the replacement, repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interests of the District, then such Net Proceeds shall be promptly transferred by the Trustee to the Lease Payment Fund and applied to the prepayment of Lease Payments and the corresponding mandatory prepayment of Certificates, which prepayment shall be made on the first Interest Payment Date for which notice of prepayment can be timely given. The determination of the District to apply Net Proceeds to the prepayment of Certificates is subject to the following:

(a) if the Leased Property is damaged or destroyed in full, such Net Proceeds may be transferred to the Lease Payment Fund to be used to prepay

Outstanding Certificates only if such Net Proceeds, together with other available moneys, are sufficient to cause the corresponding prepayment of all Lease Payments allocable to the Leased Property; and

(b) if the Leased Property is damaged or destroyed in part but not in whole, such Net Proceeds may be transferred to the Lease Payment Fund to be used to prepay Outstanding Certificates only if the Lease Payments which result after the corresponding abatement thereof under the Lease Agreement are sufficient to pay the full amount of principal and interest represented by the Certificates which remain Outstanding after such prepayment.

All Net Proceeds deposited in the Insurance and Condemnation Fund and not so transferred to the Lease Payment Fund shall be applied to the prompt replacement, repair, restoration, modification or improvement of the damaged or destroyed portions of the Leased Property by the District, upon receipt of written requisitions of the District stating with respect to each payment to be made (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be paid and (c) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Any balance of the Net Proceeds remaining after the District shall file a written certificate with the Trustee stating that such work has been completed shall, after payment of all amounts then due and owing to the Trustee hereunder, be paid to the District.

See "THE CERTIFICATES – Prepayment – Mandatory Prepayment from Net Proceeds."

Application of Net Proceeds of Condemnation Award. The Trust Agreement provides that, if all or any part of the Leased Property is taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be deposited with the Trustee in the Insurance and Condemnation Fund, under the Lease Agreement, and shall be applied and disbursed by the Trustee as follows:

(a) If the District gives written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, and (ii) that such proceeds are not needed for repair, replacement or rehabilitation of the Leased Property, and the District has given written notice to the Trustee of such determination, the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited towards the payment of the Lease Payments as they become due and payable.

(b) If the District gives written notice to the Trustee of its determination that (i) such eminent domain proceedings have not materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, and (ii) such proceeds are needed for repair, replacement or rehabilitation of the Leased Property, the Trustee shall pay to the District, or to its order, from said proceeds such amounts as the District may expend for the repair or rehabilitation of the Leased Property.

(c) If (i) less than all of the Leased Property is taken in such eminent domain proceedings or sold to a government threatening the use of eminent domain powers, and if the District gives written notice to the Trustee of its determination that such eminent domain proceedings have materially affected the interest of the District in the Leased Property or the ability of the District to meet any of its financial obligations under the Lease Agreement, or (ii) all of the Leased Property is taken in such eminent domain proceedings, then the Trustee shall transfer such proceeds to the Lease Payment Fund to be credited toward the prepayment of the Lease Payments of the Lease Agreement and applied to the corresponding mandatory prepayment of Certificates, which prepayment shall be made on the first prepayment date for which notice of prepayment can be timely given.

In making any such determination whether to repair, replace or rehabilitate the Leased Property under this Section, the District may obtain, but is not required to obtain, at its expense, the report of an independent engineer or other independent professional consultant, a copy of which must be filed with the Trustee. Any such determination by the District is final. See also "THE CERTIFICATES – Prepayment – Mandatory Prepayment from Net Proceeds."

CERTIFICATE INSURANCE

[The District has applied for a Certificate Insurance Policy to insure the payment of principal and interest with respect to the Certificates. In connection with the sale of the Certificates, the District will make a determination as to whether or not to obtain such insurance.]

THE DISTRICT

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 was approximately 16,983 students and in fiscal year 2015-16 is 16,959 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.

Name	Position	Term Expires
Veronica Robles-Solis	President	November 2018
Debra M. Cordes	Clerk	November 2018
Albert Duff	Member	November 2016
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.

Robin Freeman, *Assistant Superintendent, Educational Services*. Ms. Freeman has been Assistant Superintendent of Educational Services for the District since

July 1, 2015. Her career in education includes ten years as Assistant Superintendent, Educational Services and seventeen years as principal at the elementary and middle school levels. Prior to joining the District, she served in the Santa Paula Unified School District and the Hueneme Elementary School District. Ms. Freeman began her teaching career as a high school and junior high English and Reading teacher.

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.

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, 2015. 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, 2015.

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	16,916
2015-16*	16,959
2016-17*	16,959

**Estimates and Projections as set forth in First Interim Report for fiscal year 2015-16.*
Source: California Department of Education, Educational Demographics Unit; District for 2014-15 and 2015-16 Estimates and Projections.

Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. The District participates in two joint powers agreement ("**JPA"**) entities: the Ventura County Schools Self‐Funding Authority ("**VCSSFA**") and the Ventura County Fast Action School Transit Authority ("**VCFASTA**"). The relationship between the Oxnard School District and the JPAs is such that the JPAs are not component units of the District for financial reporting purposes.

The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self‐insurance and excess coverage. The VCFASTA was established July 1, 1995 for the purpose of providing a county‐wide distribution system for carrying documents and materials to and from the Ventura County Office of Education and participating public agencies. The JPAs are governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

DISTRICT FINANCIAL INFORMATION

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 50% 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.

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, 2015 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 2010-11 through 2014-15.

OXNARD SCHOOL DISTRICT
General Fund - Revenues, Expenses and Changes in Fund Balance
Fiscal Years 2010-11 through 2014-15

	Audited 2010-11	Audited 2011-12	Audited 2012-13	Audited 2013-14	Audited 2014-15
SOURCES					
Revenue Limit/LCFF Sources	$77,372,839	$81,727,624	$80,708,014	$108,351,091	$127,311,381
Federal Revenue	20,332,876	11,777,393	10,812,581	10,839,213	13,065,616
Other State Revenue	29,813,751	27,553,283	27,041,981	13,469,896	15,169,410
Other Local Revenue	8,184,325	7,999,897	8,887,489	9,837,142	9,620,057
Total Revenue Limit	135,703,791	129,058,197	127,450,065	142,497,342	165,166,464
EXPENDITURES					
Instruction	93,123,252	86,785,019	85,510,009	91,155,885	110,600,912
Instruction – Related Services	14,694,495	14,068,490	14,169,144	16,057,688	18,720,692
Pupil Services	6,689,435	8,461,545	6,151,627	7,379,861	11,162,054
General Administration	7,944,977	6,128,381	6,842,927	7,880,560	8,132,581
Plant Services	10,870,352	10,423,167	15,028,480	12,702,351	13,419,224
Facility acquisition and construction	230,069	539,807	--	--	--
Community services	1,025,241		841,042	870,056	1,425,974
Other Outgo	1,403,871	588,195	(435,892)	(432,549)	(432,478)
Debt Service	283,500	--	--	352,729	339,180
Capital Outlay	--	--	375,466	1,012,247	837,108
Intergovernmental Transfers	--	--	2,003,040	2,344,764	2,155,147
Total Expenditures	136,265,192	126,994,604	130,485,843	139,323,592	166,360,394
Excess of (Deficiency) of Revenues Over Expenditures	(561,401)	2,063,593	(3,035,778)	3,173,750	(1,193,930)
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)	(451,680)
Total Other Financing Sources (uses)	3,992,378	(352)	4,131,232	(166,248)	(451,680)
NET Change in Fund Balance	3,430,977	2,063,241	1,095,454	3,007,502	(1,645,610)
Fund Balance, July 1	11,745,403	15,176,380	16,669,030	17,764,484	20,771,986
Adjustments for restatements	--	(570,591)	--	--	(813,258)
Fund Balance, as restated	--	14,605,789	--	--	19,958,728
Fund Balance, June 30	$15,176,380	$16,669,030	$17,764,484	$20,771,986	$18,313,118

Source: Oxnard School District - Audited Financial Statements.

District Budget and Interim Financial Reporting

Budgeting - Education Code Requirements. The District is required by provisions of the California Education Code to maintain a balanced budget each year, in which the sum of expenditures and the ending fund balance cannot exceed the sum of revenues and the carry-over fund balance from the previous year. The State Department of Education imposes a uniform budgeting and accounting format for school districts. The budget process for school districts was substantially amended by Assembly Bill 1200 ("**AB 1200**"), which became State law on October 14, 1991. Portions of AB 1200 are summarized below.

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.

Interim Certifications Regarding Ability to Meet Financial Obligations. AB 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 Budgets and Other Financial 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.

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District's Fiscal Year 2015-16 Budgeted and Projected General Fund Figures. The following table shows a comparison of the Adopted Budget figures for fiscal year 2015-16, and the First Interim Report projections for fiscal year 2015-16.

OXNARD SCHOOL DISTRICT
General Fund - Revenues, Expenses and Changes in Fund Balance
2015-16 Budgeted and First Interim Projections

	Budgeted 2015-16	First Interim Projections 2015-16
Revenues		
LCFF Sources	$148,879,400	$148,125,775
Federal revenues	13,685,506	18,565,728
Other state revenues	10,578,603	18,784,918
Other local revenues	8,424,060	8,855,377
Total Revenues	181,567,569	194,331,798
Expenses		
Certificated Salaries	79,306,159	81,363,246
Classified Salaries	28,124,044	27,065,302
Employee Benefits	35,706,510	35,367,656
Books and Supplies	13,872,177	19,619,085
Services and Other Operating Expenses	19,553,208	22,399,351
Capital Outlay	85,000	733,236
Other Outgo	2,850,350	2,862,350
Transfers of Indirect Costs	(550,923)	(554,018)
Total Expenses	178,946,525	188,856,208
Excess of Revenues Over/(Under) Expenses	2,621,044	5,455,590
Other Financing Sources (Uses)		
Operating Transfers In	--	--
Operating Transfers Out	(1,625,993)	(1,527,142)
Total Other Financing Sources (Uses)	(1,625,993)	(1,527,142)
Net Change in Fund Balance	995,051	3,928,448
Fund Balance, July 1[(1)]	15,385,017	19,003,890
Fund Balance, June 30	$16,380,068	$22,932,338

(1) Fund balance not directly comparable to audited financial statements because budgets and interim reports account for special reserves outside of the General Fund.
Source: Oxnard School District.

District Reserves The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District maintains 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 became effective upon the passage of Proposition 2 at the November 4, 2014 statewide election, which limits the amount of reserves which may be maintained at the District level. Specifically, the legislation, among other things, enacted Education Code Section 42127.01, which became operative December 15, 2014, and provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the State's Public School System Stabilization Account (the Proposition 98 reserve), 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.

In August of 2015, Senate Bill 799 ("**SB 799**") was introduced into the State Senate in response to SB 858 proposing reforms to the reserve cap. SB 799 proposes a cap on unassigned reserves and special reserves for other than capital outlay of seventeen percent, with exemptions from the cap for school districts with less than 2,500 average daily attendance and basic aid districts.

The District cannot predict how SB 858 or SB 799, if enacted, will impact its reserves and future spending. See "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS-2014-15 State Budget."

For fiscal year 2014-15, the ending general fund balance of $18,313,118 (audited) included reserves as follows:

OXNARD SCHOOL DISTRICT
Fiscal Year 2014-15 Reserve Balance

Non-spendable:	$58,663
Restricted:	2,819,932
Assigned	7,227,449
Unassigned:	8,207,074
Total	$18,313,118

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 through 2015-16 (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 through 2015-16 (Budgeted)
Oxnard School District
ADA, Enrollment and Target Student Percentages (LCFF Implemented)

		Average Daily Attendance[1]					Enrollment	
Fiscal Year		K-3	4-6	7-8	9-12	Total ADA/$ Base Grant[1]	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	--	--
2015-16	ADA	7,800.13	5,367.95	3,296.15	--	16,464.23	17,169	88.95%
	Targeted Base Grant	$7,083	$7,189	$7,403	$8,578	$118,239,912	--	--

(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 2015-16 (budgeted) is $168,802,717.
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

The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a Statewide basis.

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District's employer contributions to STRS for recent fiscal years are set forth in the following table.

STRS EMPLOYER CONTRIBUTIONS
Oxnard School District
Fiscal Years 2011-12 through 2015-16

Fiscal Year	Amount
2011-12	$4,827,110
2012-13	4,813,495
2013-14	5,202,433
2014-15	9,456,950
2015-16 (1)	8,306,645

(1) Budgeted.
Source: Oxnard School District.

Historically, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the combination of investment earnings and statutory contributions were not sufficient to pay actuarially required amounts. As a result, the STRS defined benefit program showed an estimated unfunded actuarial liability of approximately $72.7 billion as of June 30, 2014 (the date of the last actuarial valuation). 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. AB 1469 addressed the funding gap by increasing contributions by employees, employers and the State. In particular, employer contribution rates are scheduled to increase through at least fiscal year 2020-21, from a 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.

The District's employer contribution rates for fiscal years 2014-15 and 2015-16 were 8.88% and 10.73%, respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2016-17 through fiscal year 2020-21 are set forth in the following table.

PROJECTED EMPLOYER CONTRIBUTION RATES (STRS)
Fiscal Years 2016-17 through 2020-21

Fiscal Year	Projected Employer Contribution Rate[1]
2016-17	12.58%
2017-18	14.43
2018-19	16.28
2019-20	18.13
2020-21	19.10

(1) Expressed as a percentage of covered payroll.
Source: AB 1469

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the "Schools Pool." Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, the District is required to contribute an amount based on an actuarially determined employer rate. The District's employer contributions to PERS for recent fiscal years are set forth in the following table.

PERS EMPLOYER CONTRIBUTIONS
Oxnard School District
Fiscal Years 2011-12 through 2015-16

Fiscal Year	Amount
2011-12	2,303,171
2012-13	2,473,244
2013-14	2,702,232
2014-15	3,200,769
2015-16 [1]	3,392,413

(1) Budgeted.
Source: Oxnard School District.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately $8.7 billion as of June 30, 2014 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. In addition, in April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. The new rates and underlying assumptions, which are aimed at 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 20 years and the increases phased in over the first five years.

The District's employer contribution rates for PERS for fiscal years 2014-15 and 2015-16 were 11.771% and 11.847%, respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2016-17 through fiscal year 2020-21 are set forth in the following table.

PROJECTED EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2016-17 through 2020-21[1]

Fiscal Year	Projected Employer Contribution Rate[2]
2016-17	15.0%
2017-18	16.6
2018-19	18.2
2019-20	19.9
2020-21	20.4

(1) Rates were estimated by PERS in 2014 using 2012 financial data. The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.
(2) Expressed as a percentage of covered payroll.
Source: PERS

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("**PEPRA**"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information. Additional information regarding the District's retirement programs is available in the District's audited financial statements attached hereto as APPENDIX A. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

Other Post-Employment Healthcare 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 259 retirees and beneficiaries currently receiving benefits and 1,496 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 2014-15, the District contributed $3,659,537 to the Plan.

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 he 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 2014-15
Oxnard School District

Annual required contribution	$8,169,923
Interest on net OPEB obligation	654,840
Adjustment to annual required contribution	(719,639)
Annual OPEB cost (expense)	8,105,124
Contributions made	(3,659,537)
Increase in net OPEB obligation	4,445,587
Net OPEB obligation, beginning of year	14,551,991
Net OPEB obligation, end of year	$18,997,578

Source: Oxnard Unified School District Audited Financial Statement for Fiscal Year 2014-15.

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 2013-14.

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.

Long Term District Debt

General. 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.

General Obligation Bonds. The District has received voter authorizations to issue general obligation bonds pursuant to the procedures available under California law and election held in the District. Currently, the District has general obligation bond indebtedness outstanding pursuant to its November 7, 2006 bond election which authorized up to $64 million in general obligation bonds, and its November 6, 2012 bond election which authorized up to $90 million in general obligation bonds. In addition, the District has multiple issues of refunding general obligation bonds outstanding. The following table summarizes the District's outstanding general obligation bonds.

SUMMARY OF OUTSTANDING
GENERAL OBLIGATION BOND INDEBTEDNESS
Oxnard Unified School District

Issue Date	Name of General Obligation Bond Issue	Original Principal Amount	Outstanding February 1, 2016
2006 Authorization- $64 million			[to come]
07/11/2008	2006 Election, Series B	$31,997,467	
2012 Authorization- $90 million			
12/27/2012	2012 Election, Series A	$18,390,000	
05/30/2013	2012 Election, Series B	25,500,000	
11/05/2014	2012 Election, Series C	15,750,000	
08/04/2015	2012 Election, Series C	30,360,000	
Refunding Bonds			
03/07/1997	1997 Refunding Bonds	$19,890,672	
08/15/2001	2001 Refunding Bonds, Series A	20,920,000	
03/07/2011	2010 Refunding Bonds	10,750,000	
07/14/2011	2011 Refunding Bonds	7,275,000	
07/02/2012	2012 Refunding Bonds	12,240,000	
06/19/2014	2014 Refunding Bonds	11,835,000	
05/06/2015	2015 Refunding Bonds	14,305,000	
Totals:			

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% and 5.45% 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% 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.

State Funding of Education

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 Corporation, nor the Underwriter are 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 or the Underwriter 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, 2010 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.

2015-16 Adopted State Budget

On June 24, 2015, Governor Brown signed the fiscal year 2015-16 State Budget Act (the "**2015-16 State Budget**"). The 2015-16 State Budget includes approximately $117.5 billion in State General Fund resources (including revenues, transfers and the prior year ending balance)

and approximately $115.4 billion in planned State General Fund expenditures. By the end of fiscal year 2015-16, the Budget Stabilization Account will have a total balance of $3.5 billion. The 2015-16 State Budget includes an approximately 0.8% State General Fund spending increase from the fiscal year 2014-15 State Budget Act (the "**2014-15 State Budget**").

The 2015-16 State Budget includes Proposition 98 funding of $68.4 billion for the fiscal year, which is approximately $7.6 billion more in Proposition 98 funding than in the 2014-15 State Budget. When combined with increases of $6.1 billion in fiscal years 2013-14 and 2014-15 as well as other one-time savings and adjustments in those years, the 2015-16 State Budget provides a $14.4 billion increased investment in K-14 education.

The 2015-16 State Budget includes the following significant adjustments affecting California K-12 school districts:

- Local Control Funding Formula - An increase of $6 billion Proposition 98 General Fund to continue the State's transition to the LCFF. This formula commits most new funding to districts serving English language learners, students from low-income families, and youth in foster care. This increase will close the remaining funding implementation gap by more than 51%.

- Career Technical Education - The 2015-16 State Budget establishes the Career Technical Education ("**CTE**") Incentive Grant Program and provides $400 million, $300 million, and $200 million Proposition 98 General Fund in fiscal year 2015-16, fiscal year 2016-17, and fiscal year 2017-18, respectively, for local education agencies to establish new or expand high-quality CTE programs. School districts, county offices of education, and charter schools receiving funding under this program will be required to provide local-to-State matching funds of 1:1 in fiscal year 2015-16, 1.5:1 in fiscal year 2016-17, and 2:1 in fiscal year 2017-18. When determining grant recipients, the Department of Education and the State Board of Education will give priority to grant recipients that: (1) are establishing new programs; (2) serve a large number of English-learner, low-income, or foster youth students; (3) serve pupil groups with higher-than-average dropout rates; or (4) are located in areas of high unemployment.

- Educator Support - An increase of $500 million one-time Proposition 98 General Fund for education support. Of this amount, $490 million is for activities that promote educator quality and effectiveness, including beginning teacher and administrator support and mentoring, support for teachers who have been identified as needing improvement, and professional development that is aligned to the State academic content standards. These funds will be allocated to school districts, county offices of education, charter schools, and State special schools in an equal amount per certificated staff and are available for expenditure over the next three years. Additionally, $10 million is provided for the K-12 High Speed Network to provide professional development and technical assistance to local educational agencies related to network management.

- Special Education - The 2015-16 State Budget includes $60.1 million in Proposition 98 General Fund funding ($50.1 million ongoing and $10 million one-time) to implement selected program changes that improve service delivery and outcomes for all disabled students, with a particular emphasis on early education.

- K-12 High Speed Internet Access - An increase of $50 million in one-time funding to the Proposition 98 General Fund to support additional investments in internet connectivity and infrastructure. This builds on $26.7 million in one-time Proposition 98 funding that was provided in the 2014-15 State Budget to assist local educational agencies with securing required internet connectivity and infrastructure to implement the new computer-adaptive tests administered under Common Core.

- K-12 Deferrals - The 2015-16 State Budget provides $897 million in funding to the Proposition 98 General Fund to eliminate deferrals consistent with the revenue trigger included in the 2014-15 State Budget.

2016-17 Proposed State Budget

On January 7, 2016, Governor Brown presented his proposed budget for the 2016-17 fiscal year (the "**2016-17 Proposed State Budget**") to the State Senate and Assembly. The 2016-17 Proposed State Budget proposes a multiyear plan that is balanced and that, among other items, provides for the following:

- contributions to both state budget reserves: the Special Fund for Economic Uncertainties, the state's discretionary reserve, and the Budget Stabilization Account, the state's constitutional rainy day fund, raising such reserves to $2.2 billion and $8 billion, respectively;

- an increase in funding for K-12 schools of $2.8 billion by raising the funding level under the LCFF to $14,184 per pupil in fiscal year 2015-16 (representing an increase of 5.4 percent over the LCFF funding level for fiscal year 2014-15);

- an increase of more than $1.2 billion in one-time discretionary general funds for school districts, charter schools and county offices of education to use at local discretion;

- a $1.6 billion early education block grant by combining three existing programs to promote local flexibility, focusing on disadvantaged students and improved accountability;

- $807 million for statewide deferred maintenance at levees, state parks, universities, community colleges, prisons, state hospitals, and other state facilities;

- a $3.1 billion cap-and-trade expenditure plan to reduce greenhouse gas emissions; and

- $710 million to pay for the costs of wildfires and for other effects of the drought.

In May 2016, Governor Brown is expected to issue the May Revision to the 2016-17 Proposed State Budget to reflect updated revenue and expenditure estimates.

Availability of 2015-16 State Budget and 2016-17 Proposed Budget. The complete 2015-16 State Budget and 2016-17 Proposed Budget are 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 Certificates.

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 changing revenues and expenditures. 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.

Disclaimer Regarding State Budgets. The State has not entered into any contractual commitment with the District, the County, or the Owners of the Certificates to provide State budget information to the District or the owners of the Certificates. Although they believe the State sources of information listed above are reliable, neither the District nor the Underwriter assume any responsibility for the accuracy of the State Budget information set forth or referred to in this Official Statement or incorporated herein. The District cannot predict how the Sate Budget in future years will impact its general fund revenues.

Ad Valorem Property Taxation

Taxes are levied by the County for each fiscal year on taxable real and personal property which is situated in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on August 1 and March 1 of each fiscal year. If unpaid, such taxes become delinquent on August 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County Treasurer.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid at 5:00 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. The taxing authority has four ways of collecting delinquent unsecured personal property taxes: (1) bringing 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 lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Clerk and County Recorder's office in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements, or possessory interests belonging or assessed to the assessee.

Assessed Valuations

Generally. The assessed valuation of property in the District is established by the Ventura County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the "full value" of the property, as defined in Article XIIIA of the California Constitution. Prior to 1981-82, assessed valuations were reported at 25% of the full value of property. For a discussion of how properties currently are assessed, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS." Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

Assessed Valuation History. The following table sets forth recent history of the assessed value in the District.

OXNARD SCHOOL DISTRICT
Assessed Valuations
Fiscal Years 2008-09 through 2015-16
[2015-16 CalMuni data to come]

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
2015-16	11,159,738,946	35,923,728	615,391,189	11,811,053,863	

Source: California Municipal Statistics, Inc.

As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation may result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and natural disasters such as earthquakes, fires, floods and droughts. With respect to droughts specifically, the State of California is currently facing water shortfalls, and on January 17, 2014, the Governor declared a state of drought emergency, calling on Californians to conserve water. As part of his declaration, the Governor directed State officials to assist agricultural producers and communities that may be economically impacted by dry conditions. Thereafter, the California State Water Resources Control Board (the "Water Board") issued a statewide notice of water shortages and potential future curtailment of water right diversions. On April 1, 2015, the Governor issued an executive order mandating certain conservation measures including a requirement that the Water Board impose restrictions to achieve a statewide 25% reduction in urban water usage through February 28, 2016. The District cannot predict or make any representations regarding the effects that the current drought has had, or, if it should continue, may have on the value of taxable property within the District, or to what extent the drought could cause disruptions to economic activity within the boundaries of the District.

Assessed Valuation by Land Use. The majority of property within the District is used for residential purposes. The following table shows a breakdown of local secured property assessed value and parcels within the District by land use for fiscal year 2015-16.

OXNARD SCHOOL DISTRICT
Local Secured Property Assessed Valuation and Parcels by Land Use
Fiscal Year 2015-16

Non-Residential:	2015-16 Assessed Valuation (1)	% of Total	No. of Parcels	% of Total
Agricultural	$ 173,907,864	1.56%	130	0.41%
Commercial	693,020,448	6.21	844	2.67
Vacant Commercial	21,508,308	0.19	105	0.33
Industrial/Food Processing	1,248,574,830	11.19	611	1.93
Oil & Gas Production	284,091,678	2.55	42	0.13
Vacant Industrial	10,751,765	0.10	169	0.54
Recreational	15,518,466	0.14	27	0.09
Government/Social/Institutional	11,969,648	0.11	499	1.58
Miscellaneous	29,187,140	0.26	253	0.80
Subtotal Non-Residential	$2,488,530,147	22.30%	2,680	8.49%
Residential:				
Single Family Residence	$6,124,152,748	54.88%	18,582	58.84%
Condominium/Townhouse	1,721,067,493	15.42	6,545	20.72
Mobile Home	8,567,156	0.08	650	2.06
Mobile Home Park	11,028,753	0.10	8	0.03
2-4 Residential Units	276,206,756	2.48	913	2.89
5+ Residential Units/Apartments	375,253,777	3.36	287	0.91
Hotel/Motel	65,976,686	0.59	59	0.19
Timeshare	363,063	0.00	1,647	5.21
Vacant Residential	88,592,367	0.79	211	0.67
Subtotal Residential	$8,671,208,799	77.70%	28,902	91.51%
Total	$11,159,738,946	100.00%	31,582	100.00%

(1) Local Secured Assessed Valuation; excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIIIA 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.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

No assurance can be given that property tax appeals in the future will not significantly reduce the assessed valuation of property within the District. See "RISK FACTORS – Property Taxes."

Alternative Method of Tax Apportionment—"Teeter Plan"

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.

Largest Secured Property Taxpayers in District

The following table shows the 20 largest secured property taxpayers in the District as determined by secured assessed valuation in fiscal year 2015-16.

OXNARD SCHOOL DISTRICT
Top Twenty Secured Property Taxpayers
Fiscal Year 2015-16

	Property Owner	Primary Land Use	2015-16 Assessed Valuation	% of Total [(1)]
1.	Vintage CA Production LLC	Oil & Gas Production	$263,572,794	2.36%
2.	BG Terminal (CA) LLC	Industrial	66,454,731	0.60
3.	F. Oliveira Ranch Co., Lessor	Shopping Center	66,157,376	0.59
4.	Pegh Invesments LLC	Industrial	51,202,996	0.46
5.	Seminis Vegetable Seeds Inc.	Industrial	50,750,963	0.45
6.	Centerpoint Mall LLC	Shopping Center	49,023,545	0.44
7.	Sysco Food Services of Ventura	Industrial	42,452,700	0.38
8.	EF Oxnard LLC	Industrial	35,956,845	0.32
9.	MPL Property Holdings LLC	Residential Land	32,894,355	0.29
10.	Western Precooling Systems	Industrial	32,889,577	0.29
11.	Ostrow Partnership	Shopping Center	29,323,636	0.26
12.	Swift Investments Co.	Shopping Center	29,100,770	0.26
13.	Rexford Industrial Realty LP	Industrial	26,684,150	0.24
14.	Deardorff-Jackson Co.	Industrial	25,893,764	0.23
15.	Raypak Inc.	Industrial	25,471,634	0.23
16.	Boskovich Farms Inc.	Industrial	25,075,358	0.22
17.	ROIC California LLC	Shopping Center	24,717,758	0.22
18.	John McGrath Family Partnership LP	Commercial Properties	24,319,355	0.22
19.	Bill and Sandra Spears Trust	Industrial	23,174,264	0.21
20.	Felcor/JPM Hospitality LLC	Hotel	22,878,465	0.21
			$947,995,036	8.49%

(1) 2015-16 Total Secured Assessed Valuation: $11,159,738,946.
Source: California Municipal Statistics, Inc.

Overlapping Debt Obligations

Set forth below is a direct and overlapping debt report (the "**Debt Report**") prepared by California Municipal Statistics, Inc. and dated January 1, 2016 with respect to debt issued by January 1, 2016. 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 January 1, 2016)

2015-16 Assessed Valuation: $11,811,053,863

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt 1/1/16
Metropolitan Water District	0.470%	$ 518,673
Ventura County Community College District	9.948	29,594,309
Oxnard Union High School District	30.870	40,742,848
Oxnard School District	**100.**	**183,260,988**
	(1) (2)	
City of Oxnard Community Facilities District No. 1	100.	8,180,000
City of Oxnard Community Facilities District No. 3	100.	26,925,000
City of Oxnard 1915 Act Bonds (Estimate)	Various	2,545,192
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$291,767,010
DIRECT AND OVERLAPPING GENERAL FUND DEBT:		
Ventura County Certificates of Participation	9.945%	$36,994,903
Ventura County Superintendent of Schools Certificates of Participation	9.945	1,036,766
Oxnard Union High School District Certificates of Participation	30.870	1,802,808
Oxnard School District Certificates of Participation	**100.**	**4,073,600**
City of Oxnard General Fund Obligation	61.398	45,091,672
City of Port Hueneme General Fund Obligations	35.975	606,179
City of Port Hueneme Pension Obligation Bonds	35.975	1,982,219
City of San Buenaventura General Fund Obligations	0.013	4,496
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		$91,592,643
OVERLAPPING TAX INCREMENT DEBT (Successor Agency):		
Oxnard Redevelopment Agency H.E.R.O. Project Area	36.609%	$ 7,246,752
Oxnard Redevelopment Agency Merged Project Area	100.	10,790,000
TOTAL OVERLAPPING TAX INCREMENT DEBT		$18,036,752
COMBINED TOTAL DEBT		$401,396,405(3)

(1) Excludes accreted value of capital appreciation bonds.
(2) Excludes issue to be sold.
(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2015-16 Assessed Valuation:

Direct Debt ($183,260,988)	**1.55%**
Total Direct and Overlapping Tax and Assessment Debt	2.47%
Combined Direct Debt ($187,334,588)	**1.59%**
Combined Total Debt	3.40%

Ratios to Redevelopment Incremental Valuation ($1,061,136,345):

Overlapping Tax Increment Debt	1.70%

Source: California Municipal Statistics, Inc.

COUNTY INVESTMENT POOL

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 G hereto for a copy of Ventura County's Investment Policy and recent investment report.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Articles XIIIA, XIIIB, XIIIC, and XIIID 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.

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 XIIIA of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("**Proposition 13**"), which added Article XIIIA to the State Constitution ("**Article XIIIA**"). Article XIIIA 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 XIIIA 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 2010 Note), and (iii) (as a result of an amendment to Article XIIIA 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 XIIIA 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 XIIIA 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 XIIIA. Legislation has been enacted and amended a number of times since 1978 to implement Article XIIIA. 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 Ventura County Superior Court, in *County of Orange v. Ventura 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 Ventura County assessor violated the 2% inflation adjustment provision of Article XIIIA, 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 XIIIB of the California Constitution

Article XIIIB (**"Article XIIIB"**) 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 XIIIB, as amended.

The appropriations of an entity of local government subject to Article XIIIB 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 XIIIB 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 XIIIB 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 XIIIC and XIIID

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 XIIIC and XIIID (respectively, **"Article XIIIC"** and **"Article XIIID"**), 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 XIIIC 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 XIIIC further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIIIA of the California Constitution and special taxes approved by a two-thirds vote under Article XIIIA, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIIC 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 XIIID. 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 XIIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIIC or XIIID 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 payments due on the Certificates.

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 XIIIB 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 XIIIB 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 XIIIB 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 XIIIB 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 XIIIB 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 XIIIB 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 XIIIB 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% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (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% 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% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than $60 (for a unified school district), $30 (for an elementary

school district or high school district), or $25 (for a community college district), per $100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (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 fiscal year 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.

Proposition 30

Proposition 30 appeared on the November 6, 2012 statewide ballot as an initiated constitutional amendment (**"Proposition 30"**), and it was approved by State voters. Proposition 30 increased the State sales tax from 7.25 percent to 7.50 percent, increased personal income tax rates on higher income brackets for seven years, and temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax is 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 increased 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 are 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.

California Senate Bill 222

Senate Bill 222 (**"SB 222"**) was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter approved general obligation bonds which are secured by *ad valorem* tax collections are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

Future Initiatives and Changes in Law

Article XIIIA, Article XIIIB, Article XIIIC and Article XIIID 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 or other legislative enactments 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.

RISK FACTORS

The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Certificates. The discussion does not purport to be, nor should it be construed to be, complete nor a summary of all factors which may affect the financial condition of the District, the District's ability to make Lease Payments in the future, or the effectiveness of any remedies that the Trustee may have or circumstances under which Lease Payments may be abated.

No Pledge of Taxes

The Lease Payments and other payments due under the Lease Agreement are not secured by any pledge of taxes or other revenues of the District, except, however, the pledge of Tax Increment described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES - Lease Payments - Tax Increment. The Lease Payments are secured by a District covenant to annually budget and appropriate sufficient funds to make Lease Payments from any lawfully available funds, including the general fund. In the event that the District's general fund revenues are less than its total obligations, the District may choose to pay other costs or expenses before making the Lease Payments.

The obligation of the District to pay the Lease Payments and Additional Rental Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Lease Payments and Additional Rental Payments does not constitute a debt or indebtedness of the Corporation, the District, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Although the Lease Agreement does not create a pledge, lien or encumbrance upon the funds of the District, the District is obligated under the Lease Agreement to pay Lease Payments and Additional Rental Payments from any source of legally available funds (subject to certain exceptions) and the District has covenanted in the Lease Agreement that, for as long as the Leased Property is available for its use and possession, it will make the necessary annual appropriations within its budget for all Lease Payments and Additional Rental Payments. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES."

In addition, although pursuant to the Lease Agreement the District has covenanted to budget and appropriate funds sufficient to pay Lease Payments from Tax Increment, which the District accounts for within the General Fund in its Local Revenue Fund as Community Redevelopment Funds, the District cannot provide any assurance regarding the length of time

and amount such revenues will be available to it. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES - Lease Payments - Tax Increment."

The District is currently liable on other obligations payable from general revenues and may incur additional obligations payable from its general fund.

Additional Obligations of the District

The District has existing obligations payable from its general fund. See "DISTRICT FINANCIAL INFORMATION – Long Term District Debt - Long Term Lease Obligations." In addition, under the Lease Agreement the District is permitted to enter into other obligations which constitute additional charges against its revenues without the consent of owners of the Certificates. To the extent that additional obligations are incurred by the District, the funds available to pay Lease Payments may be decreased.

Limited Recourse on Default

Whenever any event of default referred to in the Lease Agreement happens and continues, the Trustee, as the assignee of the Corporation, is authorized under the terms of the Lease Agreement to exercise any and all remedies available under law or granted under the Lease Agreement.

Notwithstanding a default under the Lease Agreement, there is no right under any circumstances to accelerate the Lease Payments or otherwise declare any Lease Payments not then due or past due to be immediately due and payable. Neither the Corporation nor the Trustee has any right to re-enter or re-let the Leased Property except following the occurrence and during the continuation of an event of default under the Lease Agreement.

Following an event of default, the Corporation may elect either to terminate the Lease Agreement and seek to collect damages from the District or to maintain the Lease Agreement in effect and seek to collect the Lease Payments as they become due. The Lease Agreement further provides that so long as an event of default exists under the Lease Agreement, the Corporation, or its assignee, may re-enter the Leased Property for the purpose of taking possession of all or any portion of the Leased Property and to re-let the Leased Property and, in addition, at its option, with or without such entry, to terminate the Lease Agreement as described therein. See "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement."

No assurance can be given that the Trustee will be able to re-let the Leased Property so as to provide rental income sufficient to pay principal and interest evidenced by the Certificates in a timely manner or that such re-letting will not adversely affect the exclusion of interest with respect thereto from gross income for federal or State income tax purposes. Furthermore, it is not certain whether a court would permit the exercise of the remedies of repossession and re-letting with respect to the Leased Property.

In the event of a default, there is no remedy of acceleration of the total Lease Payments due over the term of the Lease Agreement and the Trustee is not empowered to sell the Leased Property and use the proceeds of such sale to prepay the Certificates or pay debt service with respect thereto. The District will be liable only for Lease Payments on an annual basis and, in the event of a default, the Trustee would be required to seek a separate judgment each year for

that year's defaulted Lease Payments. Any such suit for money damages would be subject to limitations on legal remedies against municipalities in California, including a limitation on enforcement of judgments against funds of a fiscal year other than the fiscal year in which the Lease Payments were due and against funds needed to serve the public welfare and interest.

Abatement

The obligation of the District under the Lease Agreement to pay Lease Payments is in consideration of the use and possession of the Leased Property.

Under certain circumstances relating to damage, destruction, condemnation or title defects with respect to the Leased Property which cause a substantial interference with the use and possession of the Leased Property, the District's obligation to make Lease Payments is subject to full or partial abatement and could result in the Trustee having inadequate funds to pay the principal and interest with respect to the Certificates as and when due. See "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES – Abatement" and "APPENDIX A – SUMMARY OF CERTAIN PROVISIONS PRINCIPAL LEGAL DOCUMENTS – The Lease Agreement." Abatement is not a default under the Lease Agreement and does not result in the Trustee having the right to take any action to avail itself of any remedy against the District.

Property Taxes

Levy and Collection. The District does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the District's share of local property tax revenues, and accordingly, could have an adverse impact on the ability of the District to make Lease Payments. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the District's ability to pay principal and interest with respect to the Certificates when due.

Reduction in Inflationary Rate. Article XIIIA of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS." Such measure is computed on a calendar year basis. Because Article XIIIA limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. The District is unable to predict if any adjustments to the full cash value base of real property within the District, whether an increase or a reduction, will be realized in the future.

Appeals of Assessed Values. There are two types of appeals of assessed values that could adversely impact property tax revenues:

> Proposition 8 Appeals. Most of the appeals that might be filed in the District would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien date the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIIIA 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.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the appropriate 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. These market-driven appeals are known as Proposition 8 appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary 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 XIIIA. However, current case law is uncertain as to whether or not property may be adjusted to its prior value at once or if adjustments may only be made subject to the 2% limitation. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS – Article XIIIA of the California Constitution – Litigation Regarding 2% Limitation."

Base Year Appeals. A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their 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.

No assurance can be given that property tax appeals in the future will not significantly reduce the District's property tax revenues.

Local Housing Market. Economic downturns, as those that have been experience din recent years on a national scale, can have a negative impact on local property values, in part due to fallout from the subprime mortgage crisis, tight credit markets and the recession. High rates of foreclosures tend to depreciate values of homes in the overall market, which could lead to more Proposition 8 appeals. Although the District's total assessed valuation is again increasing, it is not possible to predict how a future mortgage crisis, tightening credit markets, increased foreclosure activity and major reductions in home prices throughout the region could affect home values, assessed values, assessment appeals or collections of property taxes by the County.

State Budget Considerations

School districts in California receive a significant amount of their funding from State appropriations, as determine din each year's State budget. As a result, decreases in State revenue sources may impact the amount of funds appropriated to school districts, as has occurred in recent years. A deterioration in the State's economy due to factors such as reduced

income tax revenues and sales tax revenues can negatively impact the State budget and the District's revenues, and therefore funds available to make Lease Payments. In addition, the State legislature has at times adopted legislation in connection with its annual budgets which may impact education funding, and may do so again in the future. The District cannot predict how State budgets and future legislation may impact its finances.

Absence of Earthquake and Flood Insurance

If any portion of the Leased Property is destroyed or rendered useless by a natural hazard such as an earthquake or flood, an abatement could occur and result in the Trustee having inadequate funds to pay the principal and interest represented by the Certificates as and when due. The Lease Agreement does not require the District to obtain earthquake or flood insurance on the Leased Property.

All building components of the Leased Property were constructed under the standards of the "Field Act" (California State Building Code, Title 24). The Field Act requires substantially higher construction standards for public schools and hospitals than are required for other types of construction. The Field Act requires that building systems be capable of withstanding seismic forces from the "most credible" earthquake likely to occur in the vicinity of the building system being constructed.

Limitations on Remedies; Bankruptcy

The rights of the owners of the Certificates are subject to the limitations on legal remedies against municipalities in the State, including a limitation on enforcement of judgments against funds needed to serve the public welfare and interest. Additionally, enforceability of the rights and remedies of the owners of the Certificates, and enforcement of the District's obligations under the Lease Agreement, may become subject to the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against cities in the State.

Bankruptcy proceedings under Chapter 9 of the Bankruptcy Code (Title 11, United States Code), which governs the bankruptcy proceedings for public agencies such as the District, or the exercise of powers by the federal or State government, if initiated, could subject the owners of the Certificates to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation, or modification of their rights. See "– Limited Recourse on Default" above.

LEGAL OPINION

The proceedings in connection with the authorization, sale, execution and delivery of the Certificates are subject to the approval as to their legality of Jones Hall, A Professional Law Corporation, San Francisco, California ("**Special Counsel**"). A copy of the legal opinion, certified by the official in whose office the original is filed, will be attached to each Certificate,

and a form of such opinion is attached as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, is acting as Disclosure Counsel to the District (**"Disclosure Counsel"**). _____, is serving as counsel to the Underwriter (**"Underwriter's Counsel"**).

The fees of Special Counsel, Disclosure Counsel, the Trustee, the Escrow Agent, the Underwriter and Underwriter's Counsel are contingent upon the execution and delivery of the Certificates.

FINANCIAL ADVISOR

Caldwell Flores Winters Inc., Emeryville, California, is acting as the District's financial advisor in connection with the Certificates. The Financial Advisor is a registered "Municipal Advisor" with the Securities Exchange Commission and the Municipal Securities Rulemaking Board. The Financial Advisor is not 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. The fees of the Financial Advisor with respect to the Certificates are contingent upon their sale and delivery. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

TAX MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Special Counsel, subject, however to the qualifications set forth below, under existing law, the portion of lease payments designated as and comprising interest and received by the Owners of the Certificates is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, provided, however, that, for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining certain income and earnings.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the **"Tax Code"**) that must be satisfied subsequent to the issuance of the Certificates. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest with respect to the Certificates in gross income for federal income tax purposes to be retroactive to the date of issuance of the Certificates.

If the initial offering price to the public (excluding bond houses and brokers) at which a Certificate is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Certificate is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes

and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Certificate on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Certificates to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Certificate. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Certificates who purchase the Certificates after the initial offering of a substantial amount of such maturity. Owners of such Certificates should consult their own tax advisors with respect to the tax consequences of ownership of Certificates with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Certificates under federal individual and corporate alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Certificate (said term being the shorter of the Certificate's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Certificate for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Certificate is amortized each year over the term to maturity of the Certificate on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Certificate premium is not deductible for federal income tax purposes. Owners of premium Certificates, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Certificates.

California Tax Status. In the further opinion of Special Counsel, the portion of lease payments designated as and comprising interest and received by the owners of the Certificates is exempt from California personal income taxes.

Form of Opinion. A copy of the proposed form of opinion of Special Counsel is attached hereto as Appendix D.

Other Tax Considerations

Owners of the Certificates should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Certificates may have federal or state tax consequences other than as described above. Special Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Certificates other than as expressly described above, including any federal tax consequences arising with respect to the ownership, sale or disposition of the Certificates, or the amount, accrual or receipt of interest on the Certificates.

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest with respect to the Certificates to be subject, directly or

indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Certificates. Prospective purchasers of the Certificates should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Special Counsel expresses no opinion.

NO LITIGATION

There is no action, suit or proceeding known to be pending, or threatened, restraining or enjoining the execution or delivery of the Certificates, the Trust Agreement, the Lease, the Site Lease, the Assignment Agreement or any other document relating to the Certificates or in any way contesting or affecting the validity of the foregoing.

There are a number of lawsuits and claims pending against the District which have arisen in the regular course of administering the affairs of the District. In the opinion of the District, such suits and claims as are presently pending will not have a material adverse affect on the ability of the District to make Lease Payments with respect to the Certificates.

RATING

Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("**S&P**") has assigned a rating of "___" to the Certificates. There is no assurance that the credit rating given to the Certificates 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 such rating may have an adverse effect on the market price of the Certificates. Such rating reflects only the views of Moody's and an explanation of the significance of such rating may be obtained from the rating agency.

CONTINUING DISCLOSURE

The District has covenanted, for the benefit of holders and beneficial owners of the Certificates to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board on an annual basis (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, 2017, with the report for the 2015-16 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. The first Annual Report filing shall be satisfied with the filing of this Official Statement. The Annual Report and other required notices will be filed by the District with the Municipal Securities Rulemaking Board (the "**MSRB**") in the manner prescribed by the Securities Exchange Commission. The specific nature of such information is set forth below under the caption APPENDIX E – "Form of Continuing Disclosure Certificate." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the **"Rule"**).

The District has existing disclosure undertakings that have been made pursuant to the Rule in connection with the issuance of other outstanding general obligation bonds and

refunding general obligation bonds. See information under the heading "-Long Term District Debt." During the previous five years, specific instances of non-compliance with prior undertakings (which shall not be construed as an acknowledgment that any such non-compliance was material) include: _____.

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.

UNDERWRITING

The Certificates are being purchased by Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"). Under a Certificate Purchase Agreement (the "**Purchase Agreement**"), the Underwriter has agreed to purchase the Certificates at a purchase price of $_____ (which is equal to the principal amount represented by the Certificates, plus/less original issue premium/discount of $_____, less an Underwriter's discount of $_____). The Purchase Agreement provides that the Underwriter will purchase all of the Certificates (if any are purchased), and 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 the Certificates 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.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business and Fiscal Services

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF PRINCIPAL LEGAL DOCUMENTS

The following is a brief summary of certain provisions of the Site Lease, the Lease Agreement, the Trust Agreement and the Assignment Agreement. This summary is not intended to be definitive and is qualified in its entirety by reference to such documents for the complete terms thereof. Copies of such documents are available upon request from the Oxnard School District.

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2015

APPENDIX C

GENERAL INFORMATION ABOUT THE CITY OF OXNARD AND VENTURA COUNTY

*The following information about the City of Oxnard, (the "City") and Ventura County (the **"County"**) is included only for the purpose of supplying general information regarding the area of the District. The Certificates are not a debt of the City, the County, the State of California (the "**State**") or any of its political subdivisions (other than the District), and none of the City, the County, the State or any of its political subdivisions (other than the District) is liable therefor.*

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 206,148 in 2015. 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 as of January 1 each year for the last five years.

CITY OF OXNARD
VENTURA COUNTY
Population Estimates
Calendar Years 2011 through 2015

	2011	2012	2013	2014	2015
Camarillo	66,140	66,095	66,485	66,715	67,154
Fillmore	15,085	15,074	15,188	15,333	15,441
Moorpark	34,629	34,661	34,934	35,158	35,727
Ojai	7,494	7,500	7,554	7,593	7,612
Oxnard	**199,265**	**199,447**	**201,029**	**203,474**	**206,148**
Port Hueneme	21,554	21,583	22,043	22,389	22,768
San Buenaventura	106,232	106,667	108,387	108,881	109,338
Santa Paula	29,464	29,742	29,979	30,435	30,556
Simi Valley	124,734	124,727	125,667	126,215	126,483
Thousand Oaks	127,264	127,432	128,252	128,942	129,349
Balance of County	96,013	96,147	96,635	97,250	97,497
Total County	827,874	829,075	836,153	842,385	848,073

Source: California Department of Finance, Demographic Research Unit.

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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 Ventura County was 5.4 percent in December 2015, unchanged from a revised 5.4 percent in November 2015, and below the year-ago estimate of 6.2 percent. This compares with an unadjusted unemployment rate of 5.8 percent for California and 4.8 percent for the nation during the same period.

The table below provides information about employment rates and employment by industry type for the County for calendar years 2010 through 2014.

VENTURA COUNTY
Annual Average Civilian Labor Force, Employment and Unemployment, Employment by Industry
(March 2014 Benchmark)

	2010	2011	2012	2013	2014
Civilian Labor Force (1)	430,400	432,200	435,900	434,400	431,500
Employment	383,800	388,000	396,200	400,100	402,700
Unemployment	46,600	44,200	39,700	34,200	28,800
Unemployment Rate	10.8%	10.2%	9.1%	7.9%	6.7%
Wage and Salary Employment: (2)					
Agriculture	24,400	25,200	27,100	27,400	25,600
Mining and Logging	1,200	1,300	1,300	1,200	1,300
Construction	11,300	11,300	11,800	12,600	13,700
Manufacturing	31,500	30,600	29,900	29,900	30,500
Wholesale Trade	12,300	12,500	12,600	12,900	13,000
Retail Trade	35,500	36,300	37,300	38,500	39,000
Transportation, Warehousing, Utilities	5,300	5,500	5,700	5,900	6,200
Information	5,100	4,900	5,200	5,200	5,500
Finance and Insurance	16,000	16,200	15,400	14,500	14,200
Real Estate and Rental and Leasing	4,300	4,200	4,200	4,400	4,500
Professional and Business Services	33,700	33,300	34,900	36,300	35,500
Educational and Health Services	34,700	35,500	37,500	39,500	41,000
Leisure and Hospitality	30,300	31,400	32,800	33,800	35,000
Other Services	9,200	9,200	9,400	9,700	9,900
Federal Government	7,800	7,400	7,200	7,000	6,900
State Government	2,600	2,700	2,700	2,700	2,800
Local Government	33,900	34,300	33,700	33,900	34,200
Total all Industries (3)	299,100	301,800	308,700	315,400	318,800

(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 March 2015

Employer Name	Location	Industry
Air National Guard	Port Hueneme	State Government-National Security
Amgen Inc	Thousand Oaks	Biological Specimens-Manufacturers
Anthem Blue Cross	Westlake Village	Insurance
Bankers Capital Financial Inc	Westlake Village	Real Estate Loans
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
Haas Automation Inc	Oxnard	Machinery-Manufacturers
Harbor Freight Tools USA Inc	Camarillo	Tools-New & Used
I Yogi 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
Ojai Valley Inn & Spa	Ojai	Hotels & Motels
Oxnard College	Oxnard	Schools-Universities & Colleges Academic
Sheriff's Department-Jails	Ventura	Government Offices-County
Simi Valley Hospital	Simi Valley	Hospitals
St John's Regional Medical Ctr	Oxnard	Hospitals
Ventura County Ofc of Educ	Camarillo	Schools

Source: *California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2016 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 2010 through 2014. Effective buying income data is not yet available for the calendar year 2015.

CITY OF OXNARD AND VENTURA COUNTY
Effective Buying Income
As of January 1, 2010 through 2014

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
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	$2,737,998	$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	21,829,753	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
2014	City of Oxnard	$3,216,918	$51,206
	Ventura County	21,468,990	60,911
	California	901,189,699	50,072
	United States	7,357,153,421	45,448

Source: *The Nielsen Company (US), Inc.*

Commercial Activity

Summaries of 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 calendar years 2014 or 2015.

Total taxable sales during the first 3 quarters of calendar year 2014 in the City were reported to be $1,854,826,000, a 5.08% increase over the total taxable sales of $1,765,078,000 reported during the first three quarters of calendar year 2013.

CITY OF OXNARD
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2009 through 2013
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2009	2,262	$1,436,959	3,526	$1,856,434
2010	2,262	1,507,987	2,530	1,933,728
2011	2,174	1,633,046	3,460	2,122,220
2012	2,175	1,765,630	3,474	2,290,589
2013	2,218	1,864,247	3,479	2,395,169

Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Total taxable sales during the first three quarters of calendar year 2014 in the County were reported to be $10,113,491,000 a 3.08% increase over the total taxable sales of $9,811,480,000 reported during the first two quarters of calendar year 2013.

VENTURA COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2009 through 2013
(Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2009	14,331	$7,213,606	22,564	$9,883,853
2010	14,134	7,546,960	22,422	10,225,488
2011	13,788	8,156,404	22,032	11,020,181
2012	13,992	8,700,010	22,206	11,958,260
2013	14,285	9,101,436	22,234	12,824,296

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.

CITY OF OXNARD
Total Building Permit Valuations
Calendar Years 2010 through 2014
(Valuations in thousands)

	2010	2011	2012	2013	2014
Permit Valuation					
New Single-family	$13,019.2	$6,647.2	$790.1	$17,207.8	$10,497.2
New Multi-family	21,388.6	40,084.8	13,871.4	78,903.5	48,026.2
Res. Alterations/Additions	5,086.7	7,081.7	4,159.9	7,023.0	12,277.6
Total Residential	39,494.5	53,813.8	18,821.4	103,134.3	70,801.0
New Commercial	16,292.7	10,497.8	1,615.1	13,579.5	2,459.6
New Industrial	0.0	0.0	5,126.5	0.0	9,118.2
New Other	2,290.7	11,997.5	2,929.2	369.6	2,156.9
Com. Alterations/Additions	11,097.0	13,735.5	8,497.8	23,839.5	19,682.6
Total Nonresidential	29,680.4	36,230.7	18,168.6	37,788.6	33,417.3
New Dwelling Units					
Single Family	44	20	4	66	42
Multiple Family	116	320	80	366	269
TOTAL	160	340	84	432	311

Source: Construction Industry Research Board, Building Permit Summary.

VENTURA COUNTY
Total Building Permit Valuations
Calendar Years 2010 through 2014
(Valuations in thousands)

	2010	2011	2012	2013	2014
Permit Valuation					
New Single-family	$68,191.5	$65,286.8	$62,359.0	$139,009.7	$169,065.9
New Multi-family	52,395.9	67,765.0	23,303.3	121,304.6	102,514.6
Res. Alterations/Additions	61,349.0	63,166.4	56,288.6	53,255.4	72,971.1
Total Residential	181,936.4	196,218.2	141,950.9	$313,569.7	344,551.6
New Commercial	41,329.1	29,340.6	10,241.8	64,645.0	21,358.7
New Industrial	0.0	6,955.4	9,636.2	336.6	17,938.6
New Other	38,757.7	29,991.0	19,172.5	9,813.5	30,893.9
Com. Alterations/Additions	80,035.6	80,890.5	69,241.1	79,728.1	79,948.9
Total Nonresidential	160,122.4	147,177.5	108,291.6	154,523.2	150,140.1
New Dwelling Units					
Single Family	192	167	175	360	450
Multiple Family	398	539	147	688	632
TOTAL	590	706	322	1,048	1,082

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

FORM OF LEGAL OPINION

[Letterhead of Jones Hall, A Professional Law Corporation]

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$_____
2016 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the
OXNARD SCHOOL DISTRICT
to Public Property Financing Corporation of California
(Real Property Acquisition Project)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "**Disclosure Certificate**") is dated _____, 2016 and is executed and delivered by the Oxnard School District (the "**District**") in connection with the execution and delivery of the captioned certificate of participation (the "**Certificates**"). The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of March 1, 2016 (the **"Trust Agreement"**), by and among the District, the Public Property Financing Corporation of California and U.S. Bank National Association as trustee for the Certificates (the "**Trustee**").

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 Certificates 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 Trust Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms have the following meanings:

"*Annual Report*" means any Annual Report provided by the District under and as described in Sections 3 and 4.

"*Annual Report Date*" means the date not later than nine months after the end of each fiscal year of the District (currently June 30th), commencing by March 31, 2017.

"*Dissemination Agent*" means, initially, _____, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

"*Listed Events*" means any of the events listed in Section 5(a).

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

"*Official Statement*" means the final official statement executed by the District in connection with the issuance of the Certificates.

"*Participating Underwriter*" means Stifel, Nicolaus & Company, Incorporated, the original underwriter of the Certificates required to comply with the Rule in connection with offering of the Certificates.

"*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.

"*Trustee*" means U.S. Bank National Association, or any successor thereto.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2017 with the report for the 2015-16 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. The initial Annual Report shall be deemed to be satisfied by the filing of the Official Statement. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. The filing of the Official Statement for the Certificates shall satisfy the filing of the initial Annual Report. 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) in a timely manner 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 under this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) To the extent not contained in the audited financial statements filed on or before the Annual Report Date, the following information shall be included in the Annual Report:

(i) the most recently adopted budget, or interim report showing budgeted figures, which is available at the time of filing the Annual Report;

(ii) average daily attendance in the District on an aggregate basis for the most recently completed fiscal year;

(iii) pension plan contributions for the most recently completed fiscal year;

(iv) a summary of the outstanding principal amounts of short-term borrowings, lease obligations and other long-term borrowings of the District for the most recently completed fiscal year;

(v) assessed valuation of taxable properties in the District for the most recently completed fiscal year;

(vi) assessed valuation of properties of the top twenty taxpayers for the most recently completed fiscal year;

(vii) if the District is not participating in the County's Teeter Plan, property tax collection delinquencies for the District for the most recently completed fiscal year or if not available at the time of the filing of the Annual Report for the prior fiscal year, if available from the County, and

(viii) such further 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.

(c) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Certificates:

(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 Member or the change of name of a Member, 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 Certificates under the Trust Agreement.

(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 Lease Payments relating to the Certificates. 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 Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be _____. Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into

account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Bond Resolution for amendments to the Bond Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2016

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 Issue: $_____ Oxnard School District 2016 Certificates of Participation (Real Property Acquisition Project)

Date of Issuance: _____, 2016

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Certificates of Participation as required by the Continuing Disclosure Certificate executed by the District in connection with the execution and delivery of the Certificates captioned above. The District anticipates that the Annual Report will be filed by _____.

Dated:_____

OXNARD SCHOOL DISTRICT

By: _____
Its: _____

APPENDIX F

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 Certificates, payment of principal, interest and other payments on the Certificates to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Certificates 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 Certificates, (b) Certificates representing ownership interest in or other confirmation or ownership interest in the Certificates, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Certificates, 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 "Certificates"). The Certificates 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 Certificate will be issued for each maturity of each series of the Certificates, 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 Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("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 Certificates 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 Certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

4. To facilitate subsequent transfers, all Certificates 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 Certificates 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 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates 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 Certificates may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Certificates, such as prepayments, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates 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. Prepayment notices will be sent to DTC. If less than all of the Certificates within an issue are being prepaid, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be prepaid.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Certificates 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 Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Prepayment proceeds, distributions, and interest payments on the Certificates 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 prepayment 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 Certificates 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, Certificates 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, Certificate certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G

VENTURA COUNTY INVESTMENT POLICY AND QUARTERLY REPORT

$_____
2016 CERTIFICATES OF PARTICIPATION
Evidencing the Direct, Undivided Fractional Interests of the Owners Thereof in Lease Payments to be Made by the
OXNARD SCHOOL DISTRICT
to Public Property Financing Corporation of California
(Property Acquisition and Improvement Project)

CERTIFICATE PURCHASE AGREEMENT

_____, 2016

Board of Trustees
Oxnard School District
Oxnard, California

Ladies and Gentlemen:

The undersigned on behalf of Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into this Certificate Purchase Agreement (the "Purchase Agreement") with the Oxnard School District (the "District"), acting on behalf of itself and the Corporation (defined herein) for the purchase by the Underwriter of the $_____ aggregate principal amount of Oxnard School District 2016 Certificates of Participation (Real Property Acquisition Project) (the "Certificates"). Upon acceptance of this offer by the District, this Purchase Agreement will be binding upon the District and the Underwriter. The offer made hereby is made subject to acceptance by the District (by delivery to the Underwriter of an executed counterpart hereof by the District) at or before 11:59 p.m., California time, on the date hereof or at such later time and date as shall have been consented to by the Underwriter.

The Certificates are being executed and delivered pursuant to a Trust Agreement, dated as of March 1, 2016 (the "Trust Agreement"), among the District, Public Property Financing Corporation of California (the "Corporation") and U.S. Bank National Association, as trustee (the "Trustee"). All terms used herein and not otherwise defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

1. Purchase and Purchase Price; Terms of Certificates. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the District agrees to cause the Trustee to execute and deliver to the Underwriter, and the Underwriter agrees to purchase, all (but not less than all) of the Certificates at an aggregate purchase price of $_____ (representing the aggregate principal amount of $_____, plus net original issue premium of $_____ and less an Underwriter's discount of $_____). Additionally, on the Closing Date (defined below), from the aggregate purchase price of the Certificates, the Underwriter shall wire the amount of $_____ to the Insurer (defined below), representing payment for the municipal bond insurance premium ($_____) and the reserve fund surety ($_____).

The Certificates shall be dated the date of their delivery and shall be substantially in the form described in, shall be executed, delivered and secured under and pursuant to, and shall be payable and subject to prepayment as provided in, the Trust Agreement.

The Certificates shall be subject to prepayment as described in Exhibit A.

The proceeds of the Certificates, together with other available funds, will be used to (i) finance school facility improvement projects, (ii) [purchase a municipal bond insurance policy and a reserve fund surety bond], and (iii) pay certain other costs incurred in connection with the execution and delivery of the Certificates.

The District hereby ratifies, confirms and approves the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement of the District, dated _____, 2016, relating to the Certificates (the "Preliminary Official Statement"), which Preliminary Official Statement the District deemed final and so certified as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), except for information permitted to be omitted therefrom by Rule 15c2-12. The District hereby agrees to deliver or cause to be delivered to the Underwriter within seven business days from the date hereof copies of the Official Statement (as hereinafter defined), in such reasonable quantity as the Underwriter shall request. The District hereby approves of the use and distribution by the Underwriter of the Official Statement in connection with the offer and sale of the Certificates.

The District hereby further authorizes the Underwriter to use, in connection with the offer and sale of the Certificates, the Trust Agreement, the Lease Agreement, the Site Lease and the Assignment Agreement, and the Continuing Disclosure Certificate (collectively, the "Certificate Documents").

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction, including the process leading thereto, between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "MSRB"), and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB.

2. Closing; Official Statement. At 8:30 a.m. California Time, on _____, 2016, or at such other time or on such earlier or later date as the Underwriter and the District mutually agree upon (the "Closing Date"), the District will, subject to the terms and conditions hereof, deliver or cause the Certificates to be delivered to The Depository Trust Company ("DTC"), duly executed in accordance with the provisions of the Trust Agreement. Subject to the terms and conditions hereof, upon receipt of proof of such delivery to DTC, the Underwriter will pay the purchase price of the Certificates as set forth in Section 1 hereof in federal or other immediately available funds. The Certificates shall be delivered as aforesaid at the offices of DTC in Jersey City, New Jersey, or at such other place as the Underwriter and the District mutually agree

upon. On the Closing Date, the District will deliver or cause to be delivered the other documents mentioned herein at the offices of Jones Hall, A Professional Law Corporation, San Francisco, California ("Special Counsel"), or at such other place as shall have been mutually agreed upon by the Underwriter and the District.

The Underwriter agrees to make a bona fide public offering of the Certificates at the initial offering prices or yields set forth on the inside cover of the Official Statement dated _____ ___, 2016 (the "Official Statement"); provided, however, that the Underwriter reserves the right to make concessions to dealers and to change such initial offering prices or yields as the Underwriter shall deem necessary in connection with the marketing of the Certificates. The Underwriter agrees that, in connection with the public offering and initial delivery of the Certificates to the purchasers thereof from the Underwriter, the Underwriter will deliver or cause to be delivered to each purchaser a copy of the Official Statement.

The Certificates (bearing CUSIP numbers) shall be in fully registered form, initially registered in the name of Cede & Co., as nominee of DTC, and shall be subject to a book-entry system of registration and transfer as described in the Official Statement. The Certificates shall be made available to the Underwriter for purposes of inspection for a reasonable period prior to the Closing Date.

3. Covenants, Representations and Warranties of the District. The District hereby covenants, represents and warrants to the Underwriter that:

(a) Due Organization and Authorization. The District is, and will be on the Closing Date, a school district duly organized and validly existing under the constitution and laws of the State of California. The District has all necessary power and Corporation and has taken all official actions necessary to execute and deliver the Official Statement and to execute, deliver and perform its duties under this Purchase Agreement and each of the Certificate Documents to which it is a party, and this Purchase Agreement and each of the Certificate Documents to which the District is a party has been duly authorized, executed and delivered by the District and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the District enforceable against the District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion.

(b) No Conflicts or Breach. The District is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its governmental or financial functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the District is a party or to which the District or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of this Purchase Agreement, the Certificate Documents to which the District is a party and the Certificates, and compliance with the provisions hereof and thereof, will not conflict with or constitute a material breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument

to which the District (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Certificates or the Certificate Documents.

(c) Consents. Except for the actions of the other parties hereto, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the District required for the execution and delivery of this Purchase Agreement or the Certificate Documents to which the District is a party, or the execution and sale of the Certificates or the consummation by the District of the transactions contemplated herein, in the Official Statement or in the Certificate Documents, which has not been duly obtained or made on or prior to the date hereof.

(d) Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the District, threatened against the District which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates or the Certificate Documents, or contesting the validity of this Purchase Agreement, the Certificates or any of the Certificate Documents to which the District is party or the powers of the District to enter into or perform its obligations under this Purchase Agreement or the Certificate Documents to which it is a party or the existence or powers of the District, or which, if determined adversely to the District, would materially impair the District's ability to meet its obligations under the Lease Agreement or materially and adversely affect the District's financial condition or 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, (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 Certificates from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

(e) Official Statement Accurate and Complete. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the District and the statements and information contained therein (except for statements and information regarding DTC, or the Insurer) are true and correct in all material respects and such statements and information do not contain and will not contain any untrue or misleading 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, as of the respective dates thereof. 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 which has been furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(f) Amendment of Official Statement. After the Closing, the District will not adopt any amendment of or supplement to the Official Statement to which the Underwriter shall reasonably object in writing. Within 90 days after the Closing or within 25 days following the "end of the underwriting period" (determined pursuant to Section

11), whichever occurs first, if any event relating to or affecting the Certificates, the Trustee or the District, shall occur as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in any material respect in the light of the circumstances existing at the time it is delivered to a purchaser, the District will forthwith prepare and furnish to the Underwriter an amendment or supplement that will amend or supplement the Official Statement so that it 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 purchaser, not misleading. The District shall cooperate with the Underwriter in the filing by the Underwriter of such amendment or supplement to the Official Statement with the MSRB. The Underwriter acknowledges that the "end of the underwriting period" will be the Closing Date.

(g) Application of Certificate Proceeds. The proceeds from the sale to the Underwriter of the Certificates will be applied in the manner and for the purposes specified in the Trust Agreement.

(h) Certificates Constitute Representations. Any certificate signed by any official of the District and delivered in connection with the transactions contemplated by the Official Statement and this Purchase Agreement shall be deemed to be a representation by the District to the Underwriter as to the statements made therein.

(i) Cooperation with Blue Sky Endeavors. The District agrees to cooperate with the Underwriter in endeavoring to qualify the Certificates for offer and sale under the securities or Blue Sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the District will not be required to consent to service of process in any such jurisdiction or to qualify as a foreign Corporation in connection with any such qualification in any jurisdiction and that the Underwriter shall be solely responsible for the cost of such qualification.

(j) Tax Law Compliance. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Certificates 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 Certificates, and the District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is an issuer whose arbitrage certificates may not be relied upon.

(k) 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 Preliminary Official Statement or the Official Statement.

(l) Continuing Disclosure. The District shall undertake, pursuant to Section 6.13 of the Trust Agreement, the Continuing Disclosure Certificate with respect to the Certificates 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.

(m) 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.

(n) No Financial Advisory Relationship. The District acknowledges that the Underwriter has had no financial advisory relationship with the District with respect to the Certificates, nor to its knowledge does the District have a financial advisory relationship with any investment firm controlling, controlled by or under common control with the Underwriter.

(o) Not Acting as 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.

4. Representations, Warranties and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the date of Closing:

(a) Due Authorization. The Underwriter is duly authorized to execute this Purchase Agreement and to take any action under this Purchase Agreement required to be taken by it.

(b) No Violation of Rule G-37. 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.

(c) MSRB Forms Submitted. All reports required to be submitted to the MSRB pursuant to Rule G-37 have been and will be submitted to the MSRB.

(d) No Compensation or Gifts. 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 officers, agents or employees 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.

(e) No Financial Advisory Relationship. The Underwriter has, and has had, no financial advisory relationship with the District as such term is defined in California Government Code Section 53590(c) or MSRB Rule G-23 with respect to the Certificates, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(f) Rule 15c2-12 Compliance. The Underwriter has reasonably determined that the District's undertaking in the Continuing Disclosure Certificate to provide continuing disclosure with respect to the Certificates is sufficient to effect compliance with Rule 15c2-12.

5. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Certificates on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations, warranties and agreements on the part of the District contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District, the Corporation and the Trustee made in any certificates or other documents furnished pursuant to the provisions hereof or the Certificate Documents, and to the performance by the District, the Corporation, the Insurer and the Trustee of their respective obligations to be performed hereunder and under the Certificate Documents at or prior to the Closing Date, and to the following additional conditions:

(a) At the Closing Date, the Certificates, the Certificate Documents and the Official Statement shall have been duly authorized, executed and delivered by the respective parties thereto, in substantially the forms heretofore submitted to the Underwriter with only such changes as shall have been agreed to by the Underwriter, and said documents shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, and there shall have been taken in connection therewith, with the execution and delivery of the Certificates and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as Special Counsel, shall deem to be necessary and appropriate;

(b) The representations and warranties of the District contained in this Purchase Agreement shall be true, correct and complete in all material respects on the date hereof and on the Closing Date, as if made again on the Closing Date, and the Official Statement (as the same may be supplemented or amended with the written approval of the Underwriter) shall be true, correct and complete in all material respects and such information shall not contain any untrue statement of fact or omit to state any fact required to be stated therein or necessary to make the statements therein relating to the District, in light of the circumstances under which such statements were made, not misleading;

(c) Between the date hereof and the Closing Date, neither the market price nor marketability, at the initial offering prices set forth in the Official Statement, of the Certificates shall have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United

States or by the Tax Court of the United States, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the Treasury Department of the United States or the Internal Revenue Service with the purpose or effect, directly or indirectly (except as described in the Official Statement), of imposing federal income taxation upon such interest as would be received by the owners of the Certificates, or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental entity having jurisdiction of the subject matter, to the effect that obligations of the general character of the Certificates, or the Certificates, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended, or that the Trust Agreement is not exempt from qualification under the Trust Indenture Act of 1939, 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 of 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 or other national securities exchange, or any governmental entity, of any material restrictions not now in force with respect to the Certificates or obligations of the general character of the Certificates or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(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 entity having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Certificates, or the execution, delivery, offering or sale of the Certificates, including any or all underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as then in effect;

(6) the occurrence of any adverse change of a material nature of the financial condition, results of operation or properties of the District;

(7) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, 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 material fact or omits to state a material fact required to be stated therein or necessary to

make the statements therein, in the light of the circumstances under which they were made, not misleading;

(8) there shall have occurred or any notices shall have been given of any intended downgrading, suspension, withdrawal, or negative change in credit watch by any national rating service to any of the District's obligations;

(9) the suspension by the Securities and Exchange Commission of trading in the outstanding securities of the District; or

(10) legislation enacted by or introduced in the legislature of the State, or favorably reported out of committee or a decision rendered by a court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Certificates in the hands of the holders thereof.

(d) At or prior to the Closing Date, the Underwriter shall have received the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) the Official Statement and each Certificate Document, duly executed and delivered by the respective parties thereto, with such amendments, modifications or supplements as may have been agreed to by the Underwriter;

(2) an unqualified approving opinion, dated the Closing Date and addressed to the District, of Special Counsel, in substantially the form attached to the Official Statement as Appendix D, and a letter of such counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as of such opinion were addressed to it;

(3) the supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Special Counsel, substantially to the effect that (i) this Purchase Agreement and the Certificate Documents to which the District is a party have been duly authorized, executed and delivered by the District and are valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium and other laws affecting the enforcement of creditors' rights, by the application of equitable principles if equitable remedies are sought, by the exercise of judicial discretion in appropriate cases and by the limitations on legal remedies against public agencies in the State of California (ii) the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended, and (iii) the statements contained in the Official Statement under the captions "INTRODUCTION," "THE CERTIFICATES," "SECURITY AND SOURCES OF PAYMENT FOR THE CERTIFICATES" and "TAX MATTERS", insofar as such statements purport to summarize certain provisions of the Certificates, the Certificate Documents and Special Counsel's opinion concerning certain federal tax matters relating to the Certificates, are accurate in all material respects;

(4) an opinion, dated the Closing Date and addressed to the Underwriter, of Jones Hall, A Professional Law Corporation, as disclosure counsel ("Disclosure Counsel"), substantially to the effect that, based upon its participation in the preparation of the Official Statement and without having undertaken to determine independently the fairness, accuracy or completeness of the statements contained in the Official Statement, Disclosure Counsel has no reason to believe that, as of the date of the Closing, the Official Statement (excluding therefrom the reports, financial and statistical data and forecasts therein, the information included in the Appendices thereto, information relating to The Depository Trust Company and its book-entry system and information relating to the municipal bond insurer and its bond insurance policy as to which no opinion need be expressed) 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 therein, in the light of the circumstances under which they were made, not misleading;

(5) a certificate of the Trustee dated the Closing Date, signed by a duly authorized officer of the Trustee, to the effect that (i) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the full power and being qualified to enter into and perform its duties under the Trust Agreement and the Assignment Agreement and to execute and deliver the Certificates to the Underwriter pursuant to the Trust Agreement, (ii) when delivered to and paid for by the Underwriter on the Closing Date, the Certificates will have been duly executed and delivered by the Trustee, (iii) the execution and delivery of the Trust Agreement and the Assignment Agreement and compliance with the provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or blue sky laws or regulations), nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Trust Agreement under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trust Agreement, and (iv) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental or public entity pending or, to the best knowledge of the Trustee, threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the execution and delivery of the Certificates, or in any way contesting or affecting the validity or enforceability of the Trust Agreement and the Assignment Agreement or contesting the powers of the Trustee or its Corporation to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Trust Agreement or the Assignment Agreement or the ability of the Trustee to perform its obligations thereunder;

(6) an opinion of counsel to the Trustee, dated the Closing Date, addressed to the District and the Underwriter, to the effect that (i) the Trustee is a duly organized and validly existing national banking association in good standing under the laws of the United States and has full power and authority to undertake the trust of the Trust Agreement, (ii) the Trustee has duly authorized, executed and delivered the Trust Agreement and the Assignment Agreement and by all proper corporate action has authorized the acceptance of the trust of the Trust Agreement, (iii) the Trust Agreement and the Assignment Agreement constitute legally valid and binding agreements of the Trustee, enforceable against the Trustee in accordance with their terms, (iv) the Certificates have been validly executed and delivered by the Trustee and are entitled to the benefits of the Trust Agreement to the extent legally enforceable in accordance with their terms, (v) no authorization, approval, consent, or other order of any governmental authority or agency having jurisdiction over the Trustee is required for the valid authorization, execution, delivery and performance by the Trustee of the Trust Agreement and the Assignment Agreement, (vi) the execution and delivery of the Trust Agreement and the Assignment Agreement and compliance by the Trustee with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Trustee a breach or default under any agreement or other instrument to which the Trustee is a party (and of which such counsel is aware after reasonable investigation) or by which it is bound (and of which such counsel is aware after reasonable investigation) or any existing law, regulation, court order or consent decree to which the Trustee is subject and (vii) no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the execution or delivery by the Trustee of any of the Certificates or the collection of the revenues that are the source of Lease Payments, or (B) in any way contesting or affecting any authority of the Trustee for the execution or delivery of the Certificates or the validity or enforceability of the Certificates or the Trust Agreement;

(7) a certificate of the District, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the representations and warranties of the District contained in the Purchase Agreement and in the Certificate Documents to which it is a party are true and correct in all material respects as of the Closing Date as if made on the Closing Date, and (ii) to the best of the District's knowledge, no event affecting the District has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information (except for statements and information regarding DTC, or the Insurer) contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information (except for statements and information regarding DTC, or the Insurer) therein not misleading in any material respect;

(8) a certificate of the Corporation, dated the Closing Date, signed by an authorized officer thereof, to the effect that (i) the Corporation is a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California, (ii) the Corporation has all necessary power and the Corporation and has taken all official actions necessary to execute, deliver and perform its duties under each of the Certificate Documents to which it is a party,

and each of the Certificate Documents to which the Corporation is a party has been duly authorized, executed and delivered by the Corporation and, assuming the due authorization, execution and delivery by the other respective parties thereto, will constitute legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally or principles of equity involving judicial discretion, (iii) the Corporation is not in material breach of, or default under, any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America material to the conduct of its functions or any applicable judgment or decree or any loan agreement, indenture, bond, certificate, note, resolution or other agreement or instrument to which the Corporation is a party or to which the Corporation or any of its properties is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the foregoing; and the authorization, execution and delivery of the Certificate Documents to which the Corporation is a party, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative rule or regulation, or any judgment, decree, license, permit, loan agreement, indenture, bond, certificate, note, resolution, agreement or other instrument to which the Corporation (or any of its officers in their respective capacities as such) is subject or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument except as may be provided by the Certificate Documents, (iv) there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory entity having jurisdiction over the Corporation required for the execution and delivery of the Certificate Documents to which the Corporation is a party, or the consummation by the Corporation of the transactions contemplated in the Official Statement or in the Certificate Documents, which has not been duly obtained or made on or prior to the date hereof, (v) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental or public entity pending or, to the best knowledge of the Corporation, threatened against the Corporation which affects or seeks to prohibit, restrain or enjoin the execution or delivery of the Certificates or any of the Certificate Documents, or contesting the validity of the Certificates or any of the Certificate Documents or the powers of the Corporation to enter into or perform its obligations under the Certificate Documents to which it is a party or the existence or powers of the Corporation, and (vi) to the best of the Corporation's knowledge, no event affecting the Corporation has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date the statements or information regarding the Corporation contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein regarding the Corporation not misleading in any material respect;

(9) a certified copy of the Resolution of the governing board of the District authorizing the execution and delivery of the Certificate Documents to which the District is a party and other matters pertaining thereto;

(10) a certified copy of the Resolution of the governing board of the Corporation authorizing the execution and delivery of the Certificate Documents to which the Corporation is a party and other matters pertaining thereto;

(11) a certified copy of the general resolution of the Trustee authorizing the execution and delivery of the Certificate Documents to which the Trustee is a party;

[(12) the certificate insurance policy issued by _____ (the "Insurer") with respect to the Certificates, the tax certificate representations of the Insurer, and an opinion of counsel to the Insurer regarding the enforceability of such policy, in form reasonably satisfactory to the District, Special Counsel and the Underwriter;]

[(13) the municipal bond debt service reserve insurance policy issued by the Insurer to be credited to the reserve fund established for the Certificates, and the Insurance Agreement executed by the Insurer and the District with respect thereto;]

(14) Internal Revenue Service Form 8038-G, as prepared for the Certificates;

(15) evidence of arrangements for the issuance of a binder for a CLTA title insurance policy or policies, providing the title insurance required by the Lease Agreement; and

(16) the rating letter of Standard & Poor's Rating Services to the effect that such rating agency has rated the Certificates "___" based upon the issuance of the certificate insurance policy by the Insurer, and an underlying rating of "___" without regard to the issuance of such policy, and that each such rating has not been revoked or downgraded;

(17) evidence satisfactory to Special Counsel and the Underwriter, of insurance in compliance with the Lease Agreement and the Trust Agreement;

(18) the duly executed Continuing Disclosure Certificate of the District in substantially the form attached to the Official Statement as Appendix E;

(19) a tax certificate of the District in form and substance acceptable to Special Counsel;

(20) The Underwriter shall provide the following certificates to the District:

(1) The receipt of the Underwriter, in form satisfactory to the District and signed by an authorized officer of the Underwriter, accepting delivery of the Certificates to the Underwriter and receipt of all documents

required by the Underwriter, and the satisfaction of all conditions and terms of this Purchase Agreement by the District, and confirming to the District that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects; and

(2) The certification of the Underwriter regarding the prices at which the Certificates have been reoffered to the public, in form satisfactory to Special Counsel, as described in this Purchase Agreement, which certification shall include such additional matters as Special Counsel shall specify.

(21) an opinion of _____, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance satisfactory to the Underwriter.

(22) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Special Counsel may reasonably request to evidence compliance by the Trustee, the Corporation and the District with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Trustee, the Corporation and the District, and the due performance or satisfaction by the Trustee, the Corporation and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Trustee, the Insurer, the Corporation and the District.

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 herein, all obligations of the Underwriter hereunder may be terminated by the Underwriter at, or at any time prior to, the Closing Date by written notice to the District and neither the Underwriter nor the Corporation shall have any further obligations hereunder.

6. Fees and Expenses. [On the Closing Date, the Underwriter shall wire, on behalf of the District from proceeds of the Certificates, the amount of $_____ to the Insurer, representing payment of the municipal bond insurance policy for the Certificates of $_____ and premium for the reserve fund surety bond of $_____.] Except as provided in the following paragraph, the District shall pay all costs and expenses incurred in connection with or relating to the execution and sale of the Certificates, including but not limited to: (a) all fees and expenses of Special Counsel and Disclosure Counsel, (b) all expenses and costs of the District incident to the performance of its obligations hereunder and in connection with the authorization, execution and sale of the Certificates to the Underwriter including CUSIP numbers, (c) the costs of printing the Preliminary Official Statement and the Official Statement, (d) the fees and expenses of the Trustee and its counsel, (e) the fees of Standard & Poor's Ratings Services for rating the Certificates, (f) fees of the financial advisor and (g) the premium cost for title insurance.

The Underwriter shall pay any advertising expenses incurred in connection with the public offering of the Certificates, California Debt and Investment Advisory Commission and other regulatory bond fees, except as provided in the preceding paragraph, and all other expenses incurred by the Underwriter, including, but not limited to, fees and expenses of its counsel, in connection with the public offering and sale of the Certificates.

7. 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 between 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 of any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Certificates hereunder, and (c) any termination of this Purchase Agreement.

8. Survival of Certain Representations and Obligations. The agreements, covenants, representations, warranties and other statements of the District and its officials or officers set forth in or made pursuant to this Purchase Agreement shall survive delivery of and payment for the Certificates, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Underwriter.

9. Notices. All notices, certificates and other communications provided for hereunder shall be in writing and, if to the District, mailed, certified, return receipt requested, or delivered to it, addressed to it at the address identified on page 1 hereof, Attention: Assistant Superintendent, Business Services, and if to the Underwriter, mailed, certified, return receipt requested, or delivered to it, addressed to it at:

RBC Capital Markets, LLC
777 South Figueroa Street, Suite 850
Los Angeles, California 90017
Attn: Mr. Frank Vega

or such other address as shall be designated by any such party in a written notice to each of the other parties.

10. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of the Certificates hereunder.

11. Determination of End of the Underwriting Period. For purposes of this Purchase Agreement, the "end of the underwriting period" for the Certificates shall mean the earlier of (a) the day of the Closing unless the District has been notified in writing by the Underwriter, on or prior to the day of the Closing, that the "end of the underwriting period" for the Certificates for all purposes of Rule 15c2-12 of the Securities and Exchange Act of 1934 (the "Rule") will not occur on the day of the Closing, or (b) (b) the date on which the Underwriter no longer retains an unsold balance of the Certificates; unless otherwise advised in writing by the Underwriter pursuant to clause (a) above that the "end of the underwriting period" for the Certificates will not occur on the day of the Closing or otherwise agreed to by the District and the Underwriter, the District may assume that the "end of the underwriting period" is the Closing Date.

12. 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.

13. No 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.

14. 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).

15. Applicable Law. This Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

16. Effectiveness. This Purchase Agreement shall become effective upon its execution by duly authorized officers of the Underwriter and the District and shall be valid and enforceable from and after the time of such execution.

[Remainder of page intentionally left blank.]

17. Counterparts. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED,
as Underwriter

By:_____
Director

The foregoing is hereby agreed to and accepted at _____ [a.m./p.m.] Pacific Time, as of the date first above written:

OXNARD SCHOOL DISTRICT

By:_____
Assistant Superintendent,
Business and Fiscal Services

[Signature Page of Certificate Purchase Agreement]

EXHIBIT A

Maturity Schedule and Prepayment Provisions

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Coupon	Reoffering Yield	Price

Prepayment Provisions

[to come]

BOARD AGENDA ITEM

Name of Contributor(s): Robin I. Freeman **Date of Meeting:** 2/17/16

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 (Freeman/Ridge)

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 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 Comprehensive Safe School Plans of each school will be available for viewing on February 11th, 2016 after 5:00p.m. on the board agendas list of 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
February 17, 2016

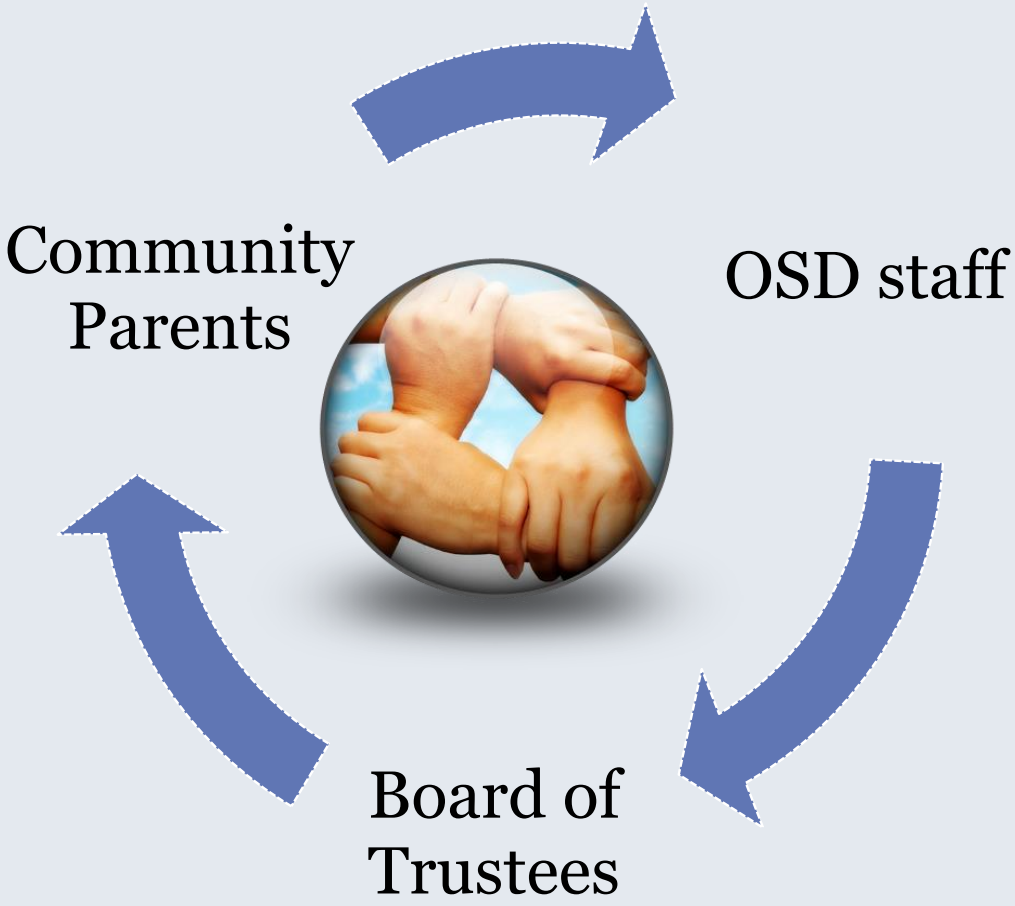
State Board of Education

- 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.

Teamwork to Ensure Safe Schools



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.

- Schools also worked in conjunction with district office staff to revise plans.

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 Plans

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 Safe School Plans

Each Plan contains Appendices which include :

- Disaster Response Procedures: Emergency Telephone Numbers
- Incident Command System(ICS)
- Emergency Evacuation Map
- Types of Emergencies and Specific Procedures i.e. Fire, Earthquake

Comprehensive Safe School Plans

Safety Goals:

1. Positive School Climate
2. School's Safe Physical Environment
3. Disaster Preparedness

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.

Emergency Response Guidelines

1. Identify the Type of Emergency
2. Identify the Level of Emergency
3. Determine the Immediate Response Action
4. Communicate the Appropriate Response Action

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. conducts Lockdown Drills on a regular basis.
- The plan for dangerous intruders is not included in the plan that is available for public review in order to protect our staff and students.

Comprehensive Safe School Plans

Summary:

All of Oxnard School District's 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.

Comprehensive Safe School Plans

Recommendation

Approval of Comprehensive Safe School Plans.

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-16
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, 2016

Approved by:

Name	Title	Signature	Date
Hannah Estrada	Oxnard Police Officer		2/5/16
Cathy Richardson	Instructional Coach	Catherine Richardson	2/3/16
Angela Duarte	Office Manager	Angela M. Duarte	2/3/16
Jennifer Curry	School Site Council Chairperson	J. Curry	2/3/16
Jennifer de la Torre	Teacher		2/3/16
Tracye Williams	Teacher	Tracye Williams	2/3/16
Jodi Nocero	Principal	Jodi Nocero	2/3/16

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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 I, 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 (Principal), Cathy Richardson (Instructional Coach), Angela Duarte (Office Manager), Ofc. Hanna Estrada (School Resource Officer), Jamie Evins (Teacher - Kinder), and Tracye Williams (Teacher - 5th grade)

Assessment of School Safety
Upon the recommendation of the School Resource Officer (SRO) from the Oxnard Police Department, Brekke instituted a Closed Campus Policy in 2011. Additional observations by and discussions between the SRO, principal, staff and parents led to additional safety and security measures including the requirement for a photo ID when picking up students early or for late pick-up, for volunteers and all school visitors. The SRO is present to provide monitoring and support for lockdown drills and safety concerns. 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. Administration communicates with the community via meetings, letters, and connect-ed phone messaging system regarding reminders for safety and traffic regulations.

The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

The principal, staff and custodians discuss school safety and security measures regularly. 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 staff and any relevant parent groups. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

An annual inventory of Emergency equipment is conducted and supplies are replaced as needed, including emergency buckets and emergency classroom backpacks. The Emergency Operations Plan (EOP) is updated and a first aid supplies and search and rescue plans are in place. Staff is trained in Emergency Operations Plan/School Safety Plan.

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 and 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. We encourage positive behavior plans and award students with dolphin dollars when they are "caught" exhibiting one of the Brekke B's. Expectation charts are posted throughout the school with expected behaviors in different school locations (classrooms, hallways, cafeteria, etc.) outlined for students. 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)
"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."

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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the

information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (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 ensure a safe and secure environment in which to offer a quality education.
All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Garments shall be sufficient to appropriately conceal undergarments at all times.

- Articles of clothing, which display gang symbols, profanity or products, or slogans, which promote tobacco, alcohol, drugs; materially interfere with schoolwork; create disorder or disrupt the educational process are not allowed. Professional sport team jackets, T-shirts, and hats are also Not permitted at school.
- Metal accessories and jewelry that present a hazard to the health and safety of students are prohibited.
- Tank tops may not be worn without a T-shirt underneath.
- Oversized clothing is inappropriate and must not create a safety hazard during physical activity. Clothing may be no more than one size larger than the appropriate size. Pants must stay up on hips without the use of a belt and should not cover shoes. 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 and pants with holes or short-shorts are unacceptable.
- Shorts that stop between mid-calf and knees worn with long white socks are considered gang attire and may not be worn. There must be at least four inches between the top of the socks and bottom of the shorts. Thigh high is not acceptable attire for school.
- Straps must be fastened at all times. Bib overalls must be worn with both straps fastened.
- Tights will be allowed if over garment reaches 4 inches above the knee.
- All students must wear shoes. Strap on tennis shoes need to be strapped across the foot for safety. Thongs or sandals are inappropriate for safety reasons. Closed toe shoes only.
- Hats may be worn outside the classroom. Gang related symbols of any kind on the hats and professional sports team names/logos are not acceptable. Official school hats, inclement weather hats or hats that are part of an accessorized outfit are acceptable.
- A belt with military type buckles oversized buckles or chains may not be worn. Belts must be appropriately fitted.
- Exceptions to the dress code can only be made for medical, health reasons, or religious beliefs.

Reglamento Para El Código Del Vestido

La responsabilidad primordial por el arreglo personal del estudiante esta a cargo del estudiante y de sus padres, trabajando en estrecha unión con la administración escolar. El objeto de tener un código de vestir es garantizar un ambiente seguro y sin peligros en el cual se pueda ofrecer una educación de calidad.
Toda la ropa debe estar ordenada, limpia, en condición aceptable y debe usarse dentro de los límites de la decencia y el buen gusto apropiado para la escuela. Los artículos de ropa deben ser lo suficiente para cubrir, en forma apropiada, la ropa interior.

- Los artículos de ropa que exhiben símbolos de las pandillas, vulgaridades o productos o propaganda para el tabaco, el alcohol, las drogas el sexo, o que interfieren materialmente con el trabajo escolar, que causan desorden o que interrumpen el proceso educativo, no son permitidos. Tampoco NO se permiten en la escuela las chaquetas, camisetas, sombreros (hats) de los equipos profesionales.
- Están prohibidos los accesorios de metal que presentan un peligro para la salud o la seguridad de los estudiantes.
- Las camisetas de tirantes no se deben usar sin una camiseta (T-Shirt) por debajo.
- La ropa demasiado grande no es apropiada y no debe crear un peligro para la seguridad durante las actividades físicas. La ropa no debe ser más de una medida más grande que el tamaño apropiado. Los pantalones deben sostenerse en la cadera sin necesidad de usar un cinturón y no deben cubrir los zapatos. 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 o pantalones cortos deportivos, de ciclismo (de licra), deshilachados, con agujeros o demasiado cortos no son aceptables.

- Los pantalones cortos que terminan entre la pantorrilla y la rodilla y que se usan con calcetines blancos largos se consideran ropa de pandilleros y no se deben usar. Las calcetas para las niñas no puede exceder más alta de la rodilla.
- Los tirantes deben estar abrochados todo el tiempo. Los overoles deben usarse con ambos tirantes abrochados.
- Se permitirán las mallas si la ropa que va encima llega por lo menos hasta cuatro pulgadas arriba de la rodilla.
- Todos los estudiantes deben usar zapatos. Los tenis que tengan velcro necesitan estar abrochados todo el tiempo por razones de seguridad. Los zapatos playeros o las sandalias no son apropiados por razones de seguridad. Solamente zapatos cerrados son permitidos.
- Se permite usar sombreros afuera del salón. Ninguna clase de símbolos, nombres/logos de equipos profesionales relacionados con las pandillas son aceptables en los gorros/sombreros. Las gorras serán permitidas siempre y cuando sean las gorras/sombreros oficiales de la escuela, gorras impermeables, o sombreros que formen parte de algún vestido si son aceptados.
- No se deben usar cinturones con hebillas estilo militar, ni hebillas grandes o cadenas.
- Se harán excepciones al código del vestido siempre y cuando sean por razones médicas o religiosas.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Brekke staff continually monitors the safety of all students upon arrival and dismissal from school. Routines and procedures are established for the arrival and dismissal of students. Traffic is monitored in the front of the school both before and after school 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:
Positive School Climate

Element:
Positive Behavior Support

Opportunity for Improvement:
Provide additional training for CHAMPS and ongoing staff development on positive behavior support strategies.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Analyze and review effectiveness of the schoolwide positive behavior support plan.	Evaluate effectiveness of CHAMPS and the 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, counselor 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	Record of communication
3) Development of additional dolphin pride rewards, expectations, etc.	Evaluate the need for additional rewards and expectations throughout the year as needed. Suggestions to be brought back to safety committee.		Principal, counselor, ORC and teachers	Meeting records
4) Train teachers and students on CHAMPS and the 3 B's of Brekke from the Dolphin Pride. Specifically with an emphasis on Bully intolerance.	Conduct behavior assemblies at the beginning of the year and periodically over the course of the year. Conduct training in classes at the beginning of the year on bullying behavior.		Principal, counselor and ORC	Record of training

Component:
Disaster Preparedness

Element:
Safe School Environment

Opportunity for Improvement:
More frequent review of incident command system roles and responsibilities.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Assign each staff member to a role within the Incident Command System	Survey staff for any special training with regards to Incident Command roles. Assign staff members to specific ICS role. Provide staff members with information regarding ICS role and related responsibilities.	Online FEMA courses.	Principal	Record of training
2) Provide training opportunites for staff on their ICS roles.	Coordinate school wide training with scheduled district disaster trainings.		Principal	Record of training
3) Update the ICS roles as staff members change.	Evaulate roles at the end/beginning of each school year and after drills		Principal and safety committee	Plan revisions
4) Keep parents/families informed.	Hold parent information meetings regarding overall school safety. DIsseminate information on student release in case of an emergency.		Principal	Record of communications

Component:
School's Safe Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:
Offer more parent information meetings on topic of school safety and student safety.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Increase staff and student awareness of lockdown procedures.	Disseminate information to staff regarding lockdown procedures. Provide schoolwide training drills to practice procedures in different situations	Principal, staff, SRO	Principal	Record of drills
2) Increase parent/family awareness of procedures in case of a lockdown.	Disseminate information to parents regarding lockdown drills. Hold parent meetings to inform families of student release procedures in case of a lockdown.		Principal	Record of communication
3) Ensure facilities are well-maintained and do not present any safety issues.	The lead custodian and the principal conduct a monthly safety inspection and submit reports and/or work orders to the district office.		Principal and Lead Custodian	Record of inspections

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Norman R. Brekke Elementary School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas. Brekke incorporates the Dolphin Pride program emphasizing the three "B's" of behavior - Be Safe, Be Responsible, Be Respectful - with CHAMPS.

GOALS

We want our students to develop a sense of values and to become:

Caring 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 is 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:
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.

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 regurlary 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

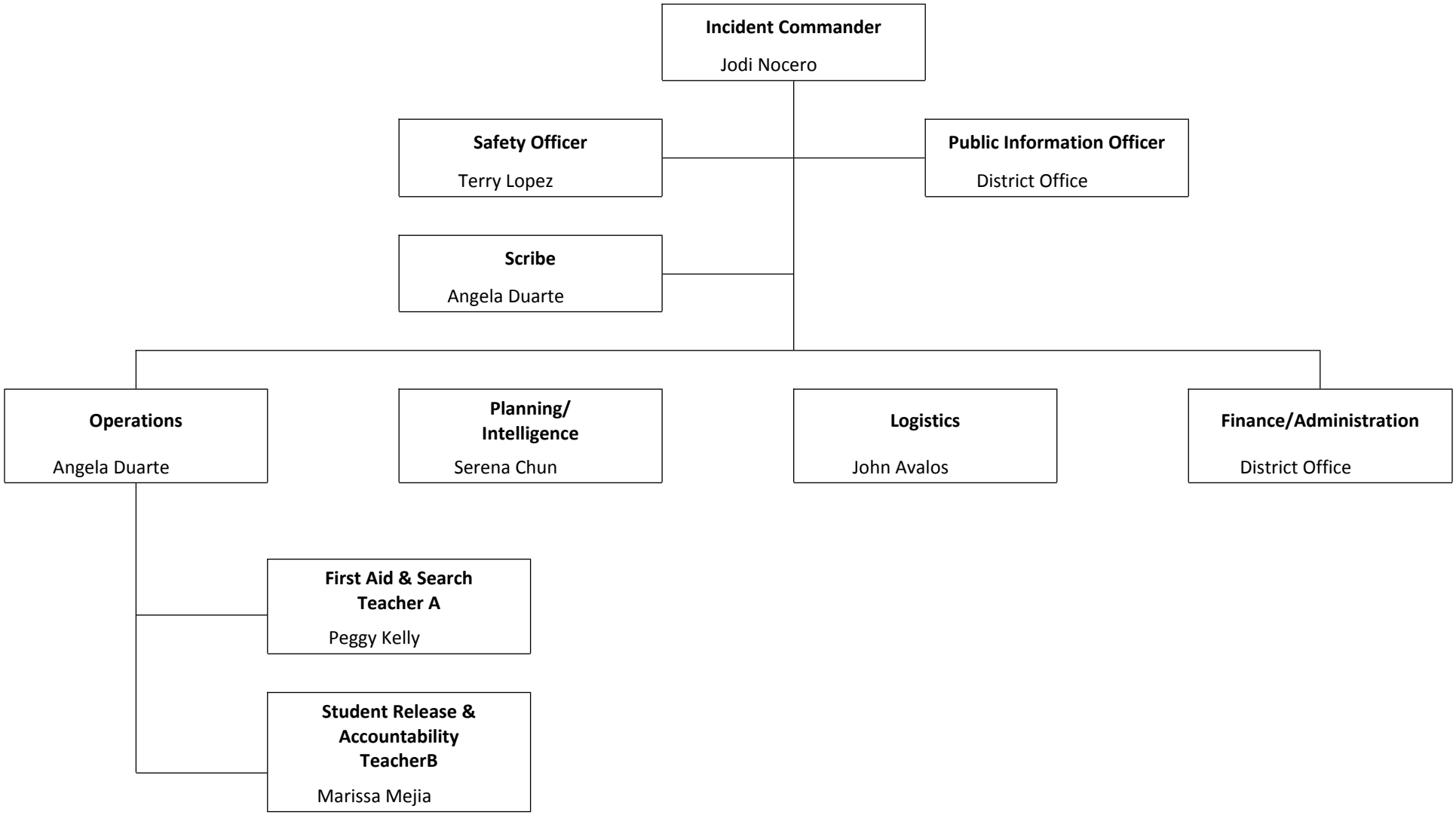
Utilities, Responders and Communication Resources

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)
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 necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a regular basis to review and make any necessary recommendations and changes. All changes are brought to the attention of staff and stakeholders. The plan is reviewed in February, approved by the School Site Council and updated on March 1st.	Regularly scheduled bimonthly meetings: August 2015, October 2015, January 2016, March 2016, May 2016	

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 I 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 Distict. 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 posible, 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 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 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
. 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.

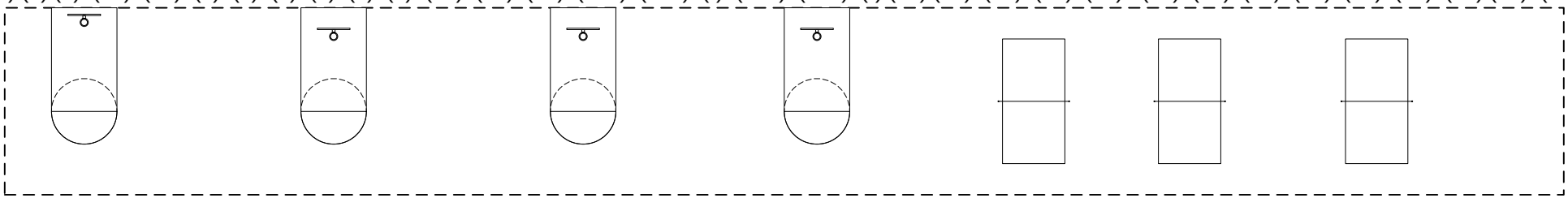
Emergency Evacuation Map

Emergency Evacuation Meeting Area for Bomb Threat (grass area next to homes)

Cesar Chavez Drive

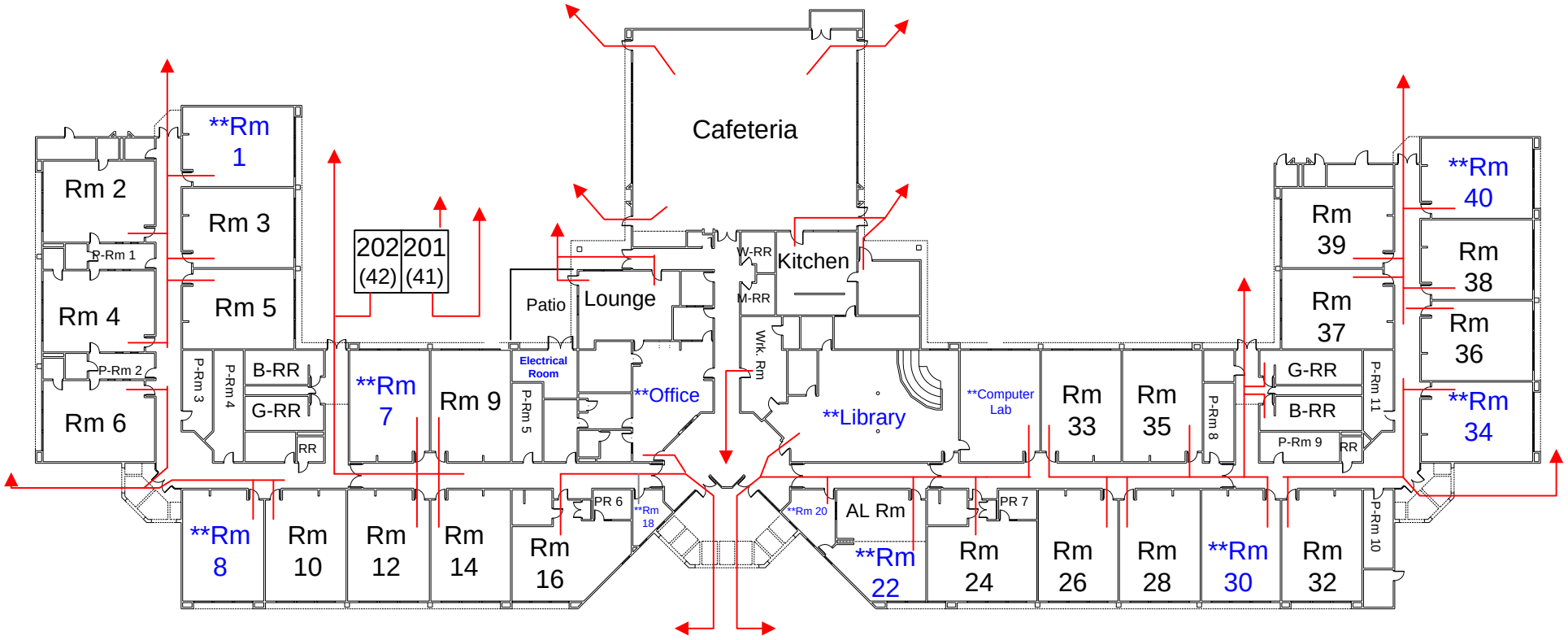
Emergency Evacuation Meeting Area for Fire, Earthquake, and other emergencies

(2) (4) (6) (16) (18) (1) (3) (5) (7) (8) (9) (10) (12) (14) (201) (202) (-) (301) (302) (-) (26) (28) (30) (32) (33) (34) (35) (36) (37) (38) (39) (40) (22) (24)



Classroom Meeting Area (6) (2) (1) (3) (5) (8) (10) (7) (12) (14) (9) (201) (202)

Classroom Meeting Area (35) (30) (33) (28) (26) (24) (32) (34) (37) (36) (39) (38) (40)



**** = Rooms responsible for doors**

Norman R. Brekke School Emergency Evacuation Map

Comprehensive School Safety Plan
SB 187 Compliance Document

2015 -2016
School Year

School:	Cesar E. Chavez K-8 School
CDS Code:	56725386055321
District:	Oxnard School District
Address:	301 North Marquita St. Oxnard, CA 93030-3792
Date of Adoption:	09-30-2015

Approved by:

Name	Title	Signature	Date
Mrs. Brasilia Perez	Principal		2-4-16
Mrs. Maria Ramos	Teacher	Maria Ramos	2-4-16
Mrs. Nancy Rodriguez	Teacher		2-4-16
Ms. Desiree Chua	Teacher	Desiree Chua	2-4-16
Mrs. Rosalinda Rodarte	Teacher		2-4-16
Ms. Teresa Silvas	School Counselor		2-4-16
Officer Hannah Estrada	Resource Officer	Hannah Estrada	2/4/16
Yulianna Robles	Office Manager		2/4/16
Arturo Estrada	lead custodian	Arturo Estrada	2/4/16

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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 I, 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 K-8 School's office.

Safety Plan Vision

It is the goal of all staff at Chavez School to provide a nurturing, safe environment, and secure learning for all students, staff, families and community in a safe climate.

Components of the Comprehensive School Safety Plan (EC 32281)

Cesar E. Chavez K-8 School Safety Committee
Maria Ramos, teacher
Nancy Rodriguez, teacher
Rosalinda Rodarte, teacher
Desiree Chua, teacher
Teresa Silvas, counselor
Brasilia Perez, Principal
Yulianna Robles, Office Manager
Officer Hannah Estrada
Juan Bautista, Outreach Specialist
Arturo Estrada, Custodian

Assessment of School Safety
Cesar Chavez School ha 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 a badge or sticker and access to our campus. We have hired additional campus supervisions 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. Gates and doors are locked at all the time.

- The SRO conducted a security inspection of the campus with the Principal and lead custodian at the beginning of the year 2015-2016.
- The SRO is present for whole school evacuation drill. Monitoring and providing support.
- Risk Management from DO conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO.
- Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)
District programs and approved community resources are made available to parents and students. All students are safe and secure while at school and to and from school. School provides the educational environment where students, parents, staff, and community members are notified in a manner that is respectful. Extremely secured campus, highly monitored and track records are kept of individuals that visit our school.
Student Security-Closed Campus

- Our school is currently a closed campus. Parents and visitors must sign at the front office to get a badge or sticker and access to our campus. We have hired additional campus supervisions 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. All students and staff members are provided a safe teaching and learning environment.
- Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gates or through the office (when arriving after the late bell). Students may enter and exit school from Marquita Street or Juanita Street.
- 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.

Discipline and Behavior

- In order to ensure that students engage in safe behavior the school implements Lesson One and/or CHAMPS positive behavior support program. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Discipline is applied when the expectations are not adhered to.

Emergency Supplies

- Conduct an annual inventory of Emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks
- EOP updated and have first aid supplies and search and rescue plan in place
- Staff trained in Emergency Operations Plan/School Safety Plan

Drills

- SRO from OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly ,providing feedback to Principal which will debrief with staff and do necessary changes
- Monthly Drills: Earthquake and Fire Drills

Traffic/ Safety Enforcement and Communication

- Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.
- Administration communicates with the community via meetings, letters, and Connect-Ed phone messaging system regarding reminders for safety and traffic regulations.
- The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

(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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
CHAVEZ SCHOOL DRESS POLICY
All students will be held to the Chavez School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing, change into loaners, or call home to have proper clothing items brought to school. Parents may be called at home or work to bring appropriate clothing to school, to adhere to the school’s dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

The following will be strictly adhered to:

DRESS CODE

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (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 over-sized. 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.

- Our school is currently a closed campus. Parents and visitors must sign at the front office to get a badge or sticker and access to our campus. We have hired additional campus supervisions 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. All students and staff members are provided a safe teaching and learning environment.
- Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gates or through the office (when arriving after the late bell). Students may enter and exit school from Marquita Street or Juanita Street.
- 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.
- In the case of Kindergarten students, all parents drop off and pick up kindergarten students during Kindergarten schedule from the Kindergarten gated area supervised by a campus supervisor at all times when students are present and Kindergaten gate is open.

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:
Positive School Climate

Element:
School-wide Positive Behavior Support

Opportunity for Improvement:
Site Based Response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Continue implementing the techniques learned from Lesson One and CHAMPS	The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas. Chavez school teachers and students shall continue to implement 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, Naomi Cortez, Assistant Principal, Teresa Silvas, School Counselor, Juan Bautista, ORC	
2) Cesar Chavez students, parents and staff will work together to ensure that strategies are in place to build a sense of community within the school that all feel pride in their school and feel that they are important members of a team.	At Cesar Chavez, the staff shall create, practice, and enforce a code of ethics that affirms universal human values, such as respect, honesty , and fairness.	Administration	Chavez Staff	
3) At Cesar Chavez, learning and productivity is valued, success is expected of everyone, and class time is used efficiently.	At Chavez school, there are expected performance standards and students who fail to meet the standards are identified and notified of tutoring and other intervention programs available. In 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	

Objectives	Action Steps	Resources	Lead Person	Evaluation
4) Reduce the amount of office referrals for violent/bullying behavior and disseminate the Rules and Procedures for School Discipline	Chavez school will identify effective classroom bullying strategies and practices to better handle such behavior. Counselor and administrators will conduct anti-bullylng 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	
5) Disseminate Safe School Plan to all stakeholders, including Hate Crime Reporting Procedures	Chavez school shall submit the approved site safety action plan to the Oxnard School District and Board for final review and approval.	School Safety committee	Brasiila Perez, Principal, Safety Committee, School Site Council	
6) 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	

Component:
School's Safe Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:
Site based response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Cesar Chavez shall have visible staff 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, Naomi Cortez, 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 offices, 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:
Disaster Preparedness

Element:
School Safety

Opportunity for Improvement:
Site based response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Hold monthly disaster, emergency and lockdown drills, SRO is available on call for support	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. SRO is available on call for support	log drills	Brasilia Perez, Principal, Officer Estrada, SRO	
2) 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. SRO is available on call for support.	Oxnard Police Department, Oxnard School District	Safety/Disaster Committee	
3) 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	

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Cesar E. Chavez K-8 School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

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 is 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

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.

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

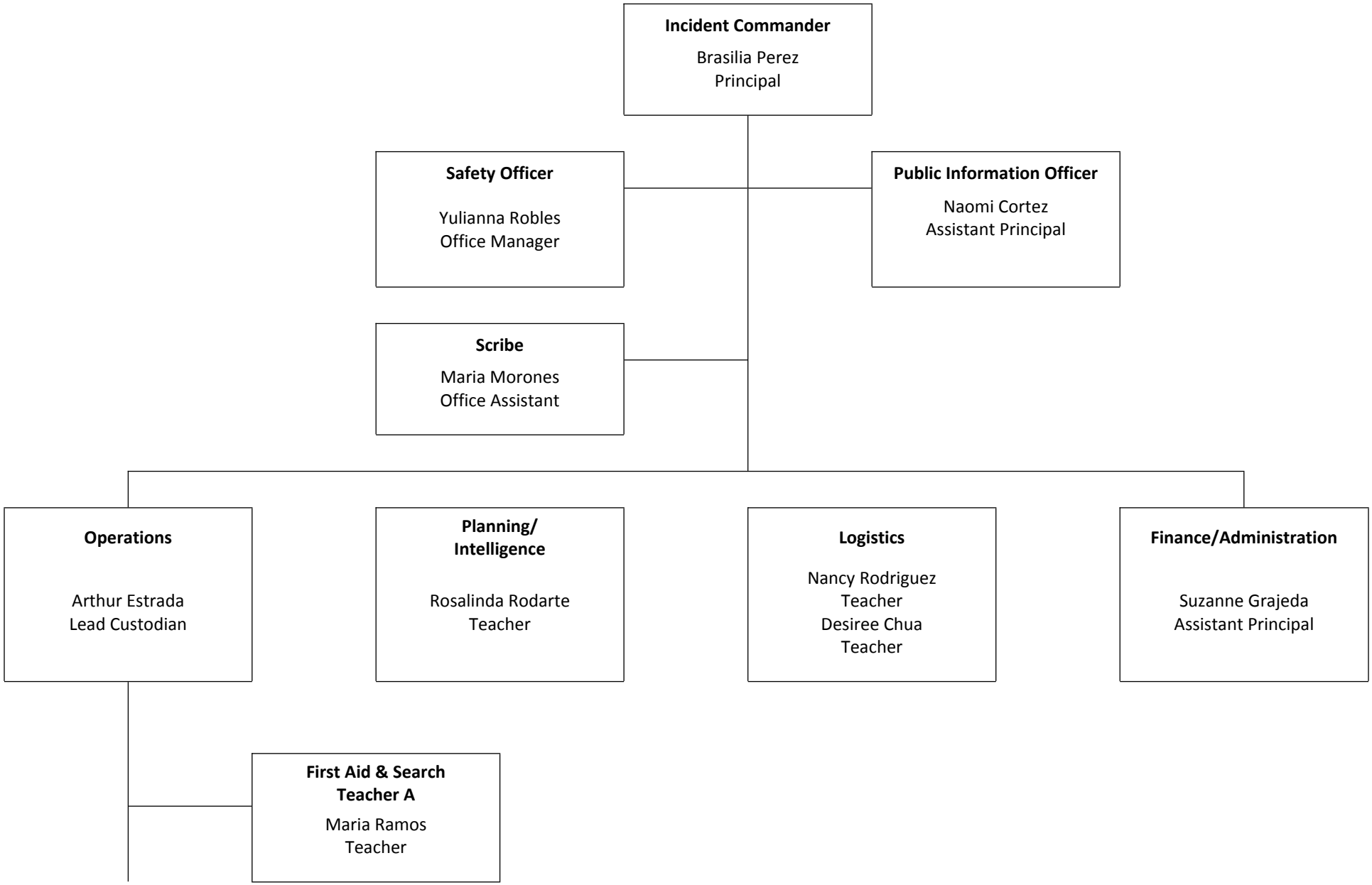
Utilities, Responders and Communication Resources

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, 2015 at 9:30 AM; Monday, September 29, 2015 at 8:30 AM	Staff meetings/Safety Committee/Library
October/Review Plan	Thursday, October 8, 2015 at 11:00 AM	Safety Committee/Room 107
November/Review Plan	Monday, November 16, 2015 at 10:00 AM	Safety Committee/Room 107
December/Review Plan	Thursday, December 3, 2 015 at 10:30 AM	Safety Committee/Room 107
January/Review plan/School Site Council Approval	Wednesday, January 27, 2016 at 9:00 AM	Safety Committee/School Site Council/Library
February/Review Plan	Thursday, February 18, 2016 at 8:45 AM	
March/Review plan	Monday, March 7, 2016 at 12:00 PM	Safety Committee/Room 107
April/Review Plan	Thursday, April 21, 2016 at 10:30 AM	Safety Committee/Room 107
May/Review Plan; Final draft for the following school year	Tuesday, May 3, 2016 at 2:00 PM	Safety Committee/Room 107
June/Review Plan and School Site Council Last revision	Wednesday, June 1, 2016 at 10:00 AM	Safety Commttee/Room 213

Cesar E. Chavez K-8 School Incident Command System



Student Release & Accountability
TeacherB

Annilu Nuñez
Attendance Technician

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 I 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 Distict. 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 someexits 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, a 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 awayfrom 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
. 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 Offiice
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.

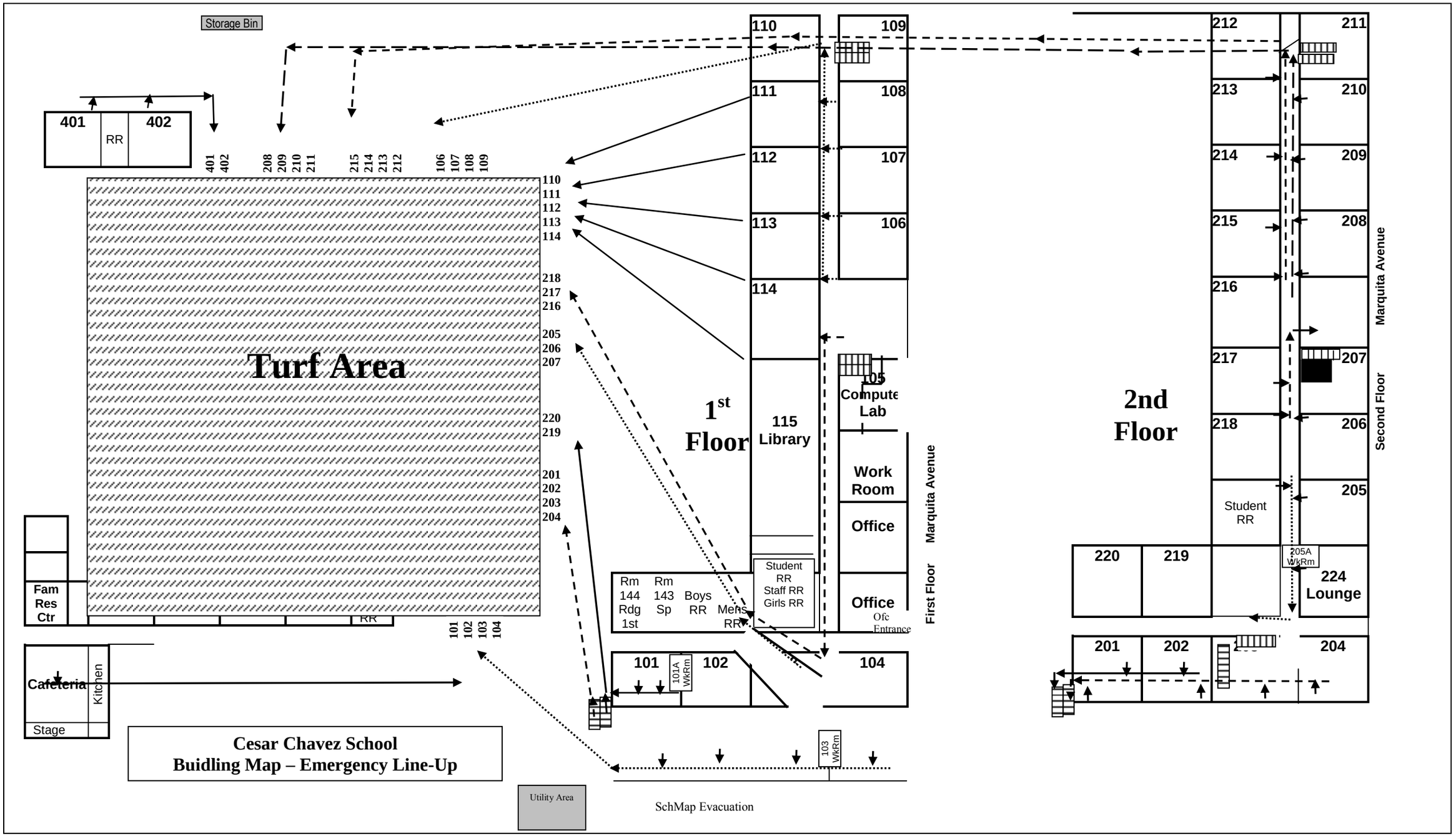
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.

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


Storage Bin
401
402
RR
401 402
208 209 210 211
215 214 213 212
106 107 108 109
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205
206
207
220
219
201
202
203
204
Turf Area
Juanita Avenue
Fam Res Ctr
RR
101 102 103 104
Cafeteria
Kitchen
Stage
Cesar Chavez School
Buidling Map – Emergency Line-Up
Utility Area
SchMap Evacuation
1st Floor
110
109
111
108
112
107
113
106
114
115 Library
105 Compute Lab
Work Room
Office
Office
Ofc Entrance
Student RR
Staff RR
Girls RR
Rm 144 Rdg 1st
Rm 143 Sp
Boys RR
Mens RR
101
101A WkRm
102
104
103 WkRm
Marquita Avenue
First Floor
2nd Floor
212
211
213
210
214
209
215
208
216
217
207
218
206
205
Student RR
205A WkRm
224 Lounge
220
219
201
202
204
Marquita Avenue
Second Floor

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School:	Curren School K-8
CDS Code:	56725386055263
District:	Oxnard School District
Address:	1101 North F St. Oxnard, CA 93030-4003
Date of Adoption:	**February 17, 2016**

Approved by:

Name	Title	Signature	Date
Ms. Kelly Castillo	Principal		1/29/16
Officer Pedro Rodriguez	School Resource Officer		1-29-16
Mrs. Jeralyn Negri	School Site Council President		1/29/16
Ms. Mireya Rosales	Office Manager		1/29/16
Mr. Alex Romero	Lead Custodian		1/29/16
Mr. Carlos Beltran	Safety Committee Lead		1/29/16
Ms. Gabriela Torres	School Counselor		1/29/16
Mrs. Maria Lara	Outreach Specialist		1/29/16
Ms. Kristin Chacon	Assistant Principal		1/29/16
Ms. Elena Garcia	Assistant Principal		1/29/16

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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 I, 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 K-8'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 K-8 Safety Committee
The Safety Committee is comprised of the principal and the leads from the Emergency Operations Plan. The members are: Kelly Castillo (principal), Officer Pedro Rodriguez (School Resource Officer), Kristin Chacon (assistant principal), Carlos Beltran (teacher), Bonnie Sides (teacher), Kenneth Hefflefinger (teacher)

Assessment of School Safety
The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel. The Lead Custodian and principal conduct a monthly safety inspection and submit reports to the District Office. Any safety issues are reported by staff to site administration as they are noticed to be handled byt he Lead custodian through work orders to the district office. The SRO conducts a security inspection of the campus with the principal, and makes recommendations as necessary.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)
The Lead Custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders to the district office.

Emergency drills are conducted on a regular basis. SRO from OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly providing feedback to Principal which will debrief with staff and do necessary changes. Earthquake and fire drills are conducted on a monthly basis. All employees are trained on an emergency operation plan system, and regular drills occur to practice these procedures.

Traffic/ Safety Enforcement and Communication: Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns. Administration communicates with the community via meetings, letters, and connect-ed phone messaging system regarding reminders for safety and traffic regulations. The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

Minor repairs are made immediately through the lead custodian or work orders placed through the DO. Major changes may need to go through a process involving input from stakeholders which include the school's leadership team, staff, and parent groups.

In order to ensure that students engage in safe behavior the school implements Lesson One and/or CHAMPS positive behavior support program. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Discipline is applied when the expectations are not adhered to. The school employs a full time counselor to address the social emotional well being of students at school.

Conduct an annual inventory of Emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks. EOP updated and have first aid supplies and search and rescue plan in place. Staff trained in Emergency Operations Plan/School Safety Plan.

Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gate or through the office (when arriving after the late bell). Gates are located at both the front and the back of the school. Campus supervisors monitor gates at the beginning of the school day and during dismissal. Campus supervisors and volunteers 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 into 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

Procedures are in place to allow a public agency, includingthe American Red Cross, to use school buildings, grounds, andequipment for mass care and welfare shelters during disasters orother emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency infurnishing 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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
CURREN SCHOOL DRESS POLICY

All students will be held to the Curren School Dress Policy. Clothing should not disrupt the natural flow of the classroom or school activities. 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. Repetitive dress code violations will result in disciplinary action. 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. No hats or head coverings worn indoors (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 (7:30am-8:10am) and at dismissal (2:30-3:00; 1:27 kinder; 1:35 Wednesdays). Campus supervisors and school administrators are located at all gates during arrival and dismissal. Upon arriving at school, students are to immediately come onto campus. Students not participating in after school activities are to leave campus immediately. There are crossing guards at both F St and G St.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Positive School Climate

Element:
Schoolwide Positive Behavior 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 CHAMPS.	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.	CHAMPS books, handouts and posters.	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 CHAMPS.	1. Hold weekly meetings/training for campus supervisors.	CHAMPS books, handouts and posters.	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	CHAMPS handouts and posters.	Principal	Agendas

Component:
School's Safe Physical Environment

Element:
Safe School Enviornment

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 Emergency Operations 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 Cutodian	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	Teacher reports
Communicate Safety Plans to the community	1) Disseminate safe school plan to all stakeholders via parent meetings	CHAMPS 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 K-8 Student Conduct Code
PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clar expectations and structures in place in classrooms and common areas.

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 is 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

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

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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.

(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 every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the School Site Council, and updated on March 1st.

Safety Plan Appendices

Emergency Contact Numbers

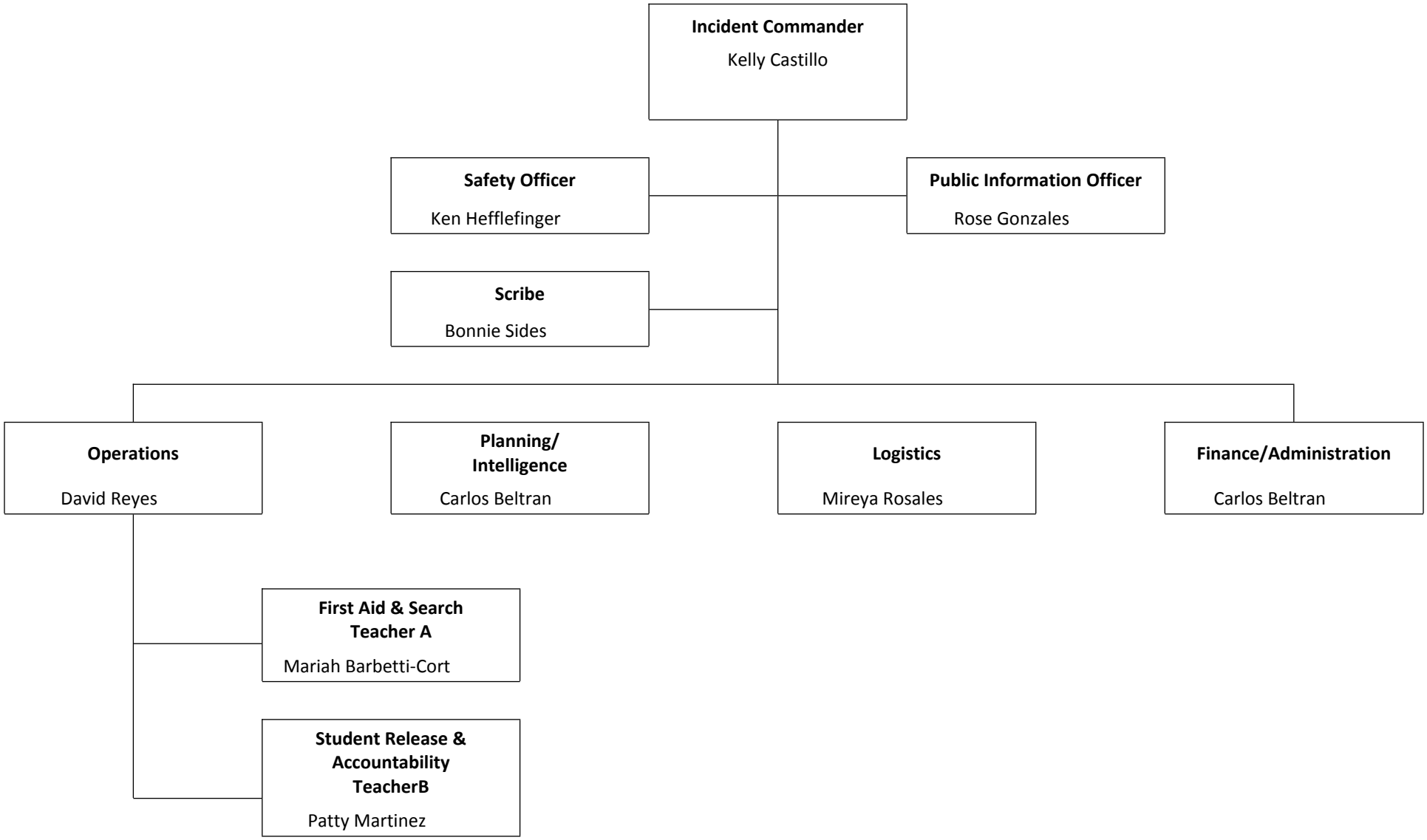
Utilities, Responders and Communication Resources

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, 2015	
Review plan with School Site Council.	February, 2016	
Review plan with safety committee at each regularly scheduled meeting.	Bi-Monthly from September 2016-June 2017	
Annual plan update to be completed.	February Each Year	

Curren School K-8 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 I 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 Distict. 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 posible, 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 Laockdown 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, a 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

. 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.

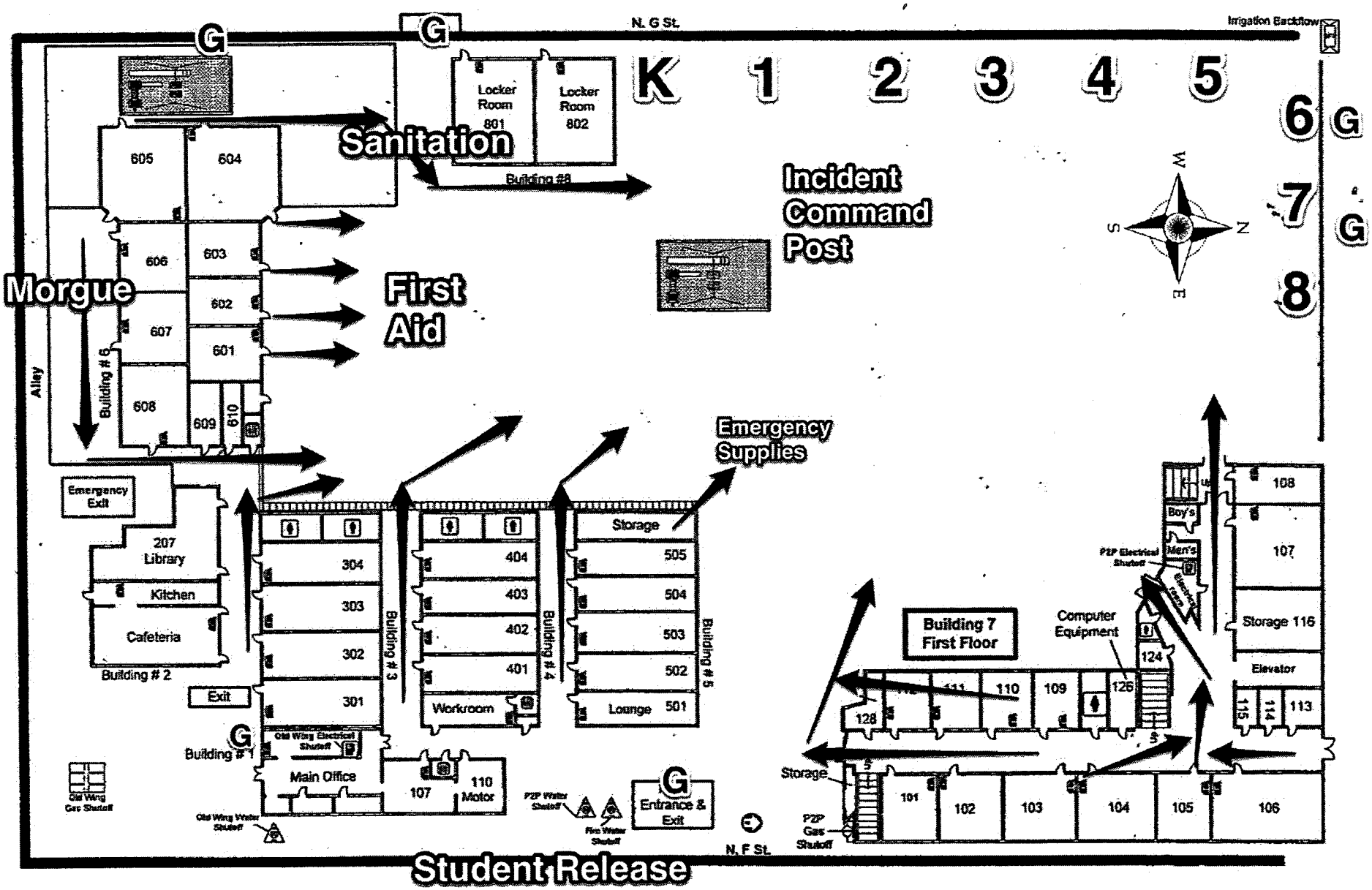
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.

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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Irrigation Backflow
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Locker Room 801
Locker Room 802
Sanitation
Building #8
Incident Command Post
Morgue
First Aid
Alley
Building # 6
605
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610
Emergency Exit
207 Library
Kitchen
Cafeteria
Building # 2
Exit
Building # 1
Old Wing Electrical Shutoff
Main Office
107
110 Motor
Old Wing Gas Shutoff
Old Wing Water Shutoff
304
303
302
301
Building # 3
404
403
402
401
Workroom
Building # 4
Storage
505
504
503
502
Lounge
501
Building # 5
Emergency Supplies
P2P Water Shutoff
Fire Water Shutoff
Entrance & Exit
N. F St.
Student Release
Building 7 First Floor
Computer Equipment
P2P Electrical Shutoff
Boy's
Men's
Elevator
Storage
P2P Gas Shutoff
128
111
110
109
126
124
101
102
103
104
105
106
108
107
Storage 116
115
114
113

Minutes (minutos)
Curren School Site Council 2015-2016
Junta del Concilio Escolar 2015-2016
Monday, February 1, 2016 @ 3:00 p.m. (Conference Room)
Lunes, 1 de febrero, 2016 @ 3:00 p.m. (salón de conferencia)

I. Call the meeting to order (*Llamar la junta al orden*)
   Kelly Castillo, Principal
II. Role call of members (*Pasar lista de los miembros*)
   a. Attendees (Presentes): Six members and two guests were present.
      (Seis miembros y dos invitados estuvieron presentes)

III. Approval of Agenda (*Aprobación de la Agenda*)
   a. Moved (*fue movida*): Kelly Castillo
   b. Seconded (*secundada*): A. Newman
   c. Vote (*votación*): 6:0

IV. Reading and approval of the minutes (*Lectura y aprobación de la minuta*)
   a. Moved (*fue movida*): Cabrera
   b. Seconded (*secundada*): A. Newman
   c. Vote (*votación*): 6:0

V. Report of committees/officers/principal (*Reporte del comité/oficiales/directora*)
   a. ELAC/DELAC report and recommendations to SSC and for Single Plan (*Reporte de ELAC/DELAC y sus recomendaciones a SSC y por el plan singular*)
      Parent survey to be created and to be sent to all parents
      Se creara una encuesta y se mandara a todos los padres de familia.
   b. Leadership Team report and recommendations to SSC for Single Plan (*Reporte de comité de líderes escolar y sus recomendaciones a SSC y por el plan singular*)
   c. Principal's Report (*Reporte de la directora*)
      Random Reading rewards to all classes is being successful. There have been significant gains in the amount of words being read by students.
      Los premios de lectura al azar están teniendo éxito. Se han notado aumentos significativos en la cantidad de palabras que los estudiantes están leyendo.

VI. Public Comment (*Comentario Público*)

VII. Old Business (*Viejos asuntos*)
   a. Parent Survey Development (*Desarrollo de encuesta de padres*)
      To maintain the parent surveys simple, the questions will be combined and the format used will avoid confusion. (Para mantener la encuesta a los padres simple de comprender, se combinaran las preguntas y se formularan de una manera que evite las confusiones.)
      Remaining Budget for 15-16 and recommended allocations (*Fondos de presupuesto de 15-16 y recomendaciones de presupuesto)*

Minutes (minutos)
Curren School Site Council 2015-2016
Junta del Concilio Escolar 2015-2016
Monday, February 1, 2016 @ 3:00 p.m. (Conference Room)
Lunes, 1 de febrero, 2016 @ 3:00 p.m. (salón de conferencia)

Approval of budget as presented. See attachment for remainder budget 2015-2016. (Se aprobó el presupuesto presentado. Vea la hoja del presupuesto adjunto)

VIII. New Business (*Nuevos asuntos*)
   a. Uniform Complaint Procedures (*Procedimiento de quejas uniformas*)
      There is a difference in procedure depending on the type of complaint.
      (Hay una diferencia en el procedimiento dependiendo en el tipo de queja)
   b. Safety Plan (*Plan de seguridad)*
      Safety plan was approved as presented (El plan de seguridad fue aprobado tal y como se presentó)
   c. Review the teacher prioritization for the funds (*Revisa los fondos de prioridad de los maestros)*

IX. Action Items (*Artículos de Acción*)
   Prioritization of future funds *(Priorización de fondos futuros)*
   Motion: Approval of budget as presented on sheet attached. (Aprobación del presupuesto tal y como se presento en la hoja adjunta)
   a. Moved (*fue movida*): Cabrera
   b. Seconded (*secundada*): A. Newman
   c. Vote (*votación*): 6:0

X. Future Agenda Items (*Asuntos para Agendas Próximas*)
   Next SSC meeting on 3/14/16. Pending parent survey results and review the findings. Finish analysis of budget for 2015-2016. (La siguiente junta será el 14 de marzo del 2016. Los resultados de la encuesta de los padres esta pendiente. Se finalizara el análisis del presupuesto para el 2015-2016.
XI. Adjournment-(*Despedida*) 4:00pm

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School:	James Driffill Elementary School
CDS Code:	56725386055271
District:	Oxnard School District
Address:	910 South E Street Oxnard, California 93030
Date of Adoption:	September 21, 2015

Approved by:

Name	Title	Signature	Date
Carol A. Flores Beck	Prinicpal	C. Flores Beck	1-26-16
Gilbert Elizarraraz	Assistant Principal		1-26-16
Monica Arias-Melgoza	Classified Representative	Monica Arias-Melgoza	1-26-16
Allison Wilder	Kinder Representative		1-26-16
Luz Patino	Primary Representative		1-26-16
Esperanza Solis	After School Representative	Esperanza Solis	1-26-16
Shannon Prentice	Upper Grade Representative	Shannon Prentice	1-26-16
Liliana Medrano	Middle School Representative	Liliana Medrano	1-26-16
Angelica Ortiz	Special Education Representative	A. Ortiz	1/26/16
Jennifer Lewis	Academic Coach	Jennifer Lewis	1-26-16
John Mora	Oxnard Police Department		1-26-16

Name	Title	Signature	Date
Sarah Lepe	Assistant Principal	Sarah Lepe	1-26-16

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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 I, 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, where a safe environment, safety and climate are regularly addressed and reviewed. We believe students should be actively involved in a respectful, caring, safe and cohesive educational community.

Components of the Comprehensive School Safety Plan (EC 32281)

James Driffill Elementary School Safety Committee
Carol Flores Beck, Principal
Sarah Lepe, Assistant Principal
Gilbert Elizarraraz, Assistant Principal
Jennifer Lewis, Literacy Coach
Allison Wilder, Kinder Representative
Luz Patiño, Primary Representative
Esperanza Solis, After School Representative
Shannon Prentice, Upper Grade Representative
Liliana Medrano, Middle School Representative
Angelica Ortiz, Special Education Representative
Monica Arias-Melgoza, 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, Café 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 we have introduced CHAMPS and provided new teachers the opportunity to be trained. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. A progressive system of 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. and be listed as an approved adult for checkout.

Security cameras have also been installed for the safety of the school campus when students are not in session.

Driffill conducts an annual inventory of emergency equipment and replaces supplies as needed, including emergency buckets and emergency classroom backpacks. Our Emergency Operation Plan and School Safety Plan are reviewed annually.

(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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational

environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. All students at Driffill will be held to the school dress code policy. Students who violate the dress code policy can call parents or guardians to resolve the issue.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board of education policies.

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (Education Code 35294.1)
1. Shoes must be worn at all times. Sandals must have heel straps. Flip Flops or backless shoes are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice or 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.
8. Students may not wear clothing or hairstyles that will be disruptive t the educational process.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)
SCHOOL HOURS

The 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 be an adult, 18 years or older, show a valid picture I.D. and be on the emergency card.

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:
Positive School Climate:
At Driffill School we have high expectations for all students, parents, and staff. Classrooms, playground, and all school activities follow positive behavior standards and rules with appropriate social expectations. Driffill School implements and supports a Positive Behavior Intervention System (PBIS).

Element:
School-Wide Positive Behavior Support:
We review all school rules with students and parents during class time, discipline assemblies, review of CHAMPS and components of Lesson One, at parent meetings and at Back to School Night. An advisory period has been added to the Middle School curriculum to review PBIS expectations.
Safety drills are conducted on a regular basis. These drills are reviewed with our School Resource Officer (SRO) and in collaboration with teachers and administration to ensure an effective ongoing safety plan. The SRO/OPD is available when called upon.

Opportunity for Improvement:
Site bases Response (see examples below):
We meet regularly to review and document the safety events, and provide appropriate training.
Information is provided to parents, students, and staff.
Anti-Bullying campaign established this school year with October focusing on strategies and awareness of bullying issues and interventions. An ongoing t-shirt campaign to remind and support students with hate crime type scenarios.

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, Assistant Principals 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 CHAMPS and Lesson One	Assemblies Daily Implementation Team Leads	Teachers Lesson One/CHAMPS Handouts Posters	Principal, Assistant Principals and Staff	Classroom Walk-Thru
4) Work with School Resource Officer (SRO).	Drills Meetings	Oxnard Police Department	Principal, Assistant Principals, SRO, and Staff	Regular Visits Safety Drill Documents

Component:
School's Safe Physical Environment:
Driffill School is currently under modernization and expects to continue with construction of the kindergarten building, cafeteria/MPR, additional classrooms, and playground until completion.

Element:
Safe School Environment:
Additional playground supervision continues to monitor parking lots, additional student population, locker and bathrooms, 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:
Site Based Response (see examples below):
Provide regular updates through meetings, power point presentations and pictures via Twitter, Facebook, Instagram and our school webpage.
Open 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 online
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:
Disaster Preparedness:
At Driffill School we have developed a complete Disaster Preparedness Plan. We have reviewed it with our staff and at different parent meetings: ELAC, Café Con Padres and School Site Council. Our goal is to make sure that students and staff are safe at all times and that there is a plan in place when any unfortunate situation may occur.

Element:
School Safety:
We have developed our plan as a team and have reviewed all the components. Safety materials and bags have been purchased and upgraded as we have become a TK-8 school. All key players know their position and roles in case of a disaster/emergency.

Opportunity for Improvement:
Site based response (see examples below):
Provide regular updates and review at meetings.
Continue to receive, relate and address all community concerns.
Train all personnel as needed.
Purchase materials as needed to replenish supplies after use.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) 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 and upon the return of each significant break.
Students not following rules are referred to the office.

Parents are notified.
Behavior Plan is implemented through: Tier 1 teacher interventions, Conferences, Counseling, Parenting classes, referrals to outside agencies, 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, Café 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

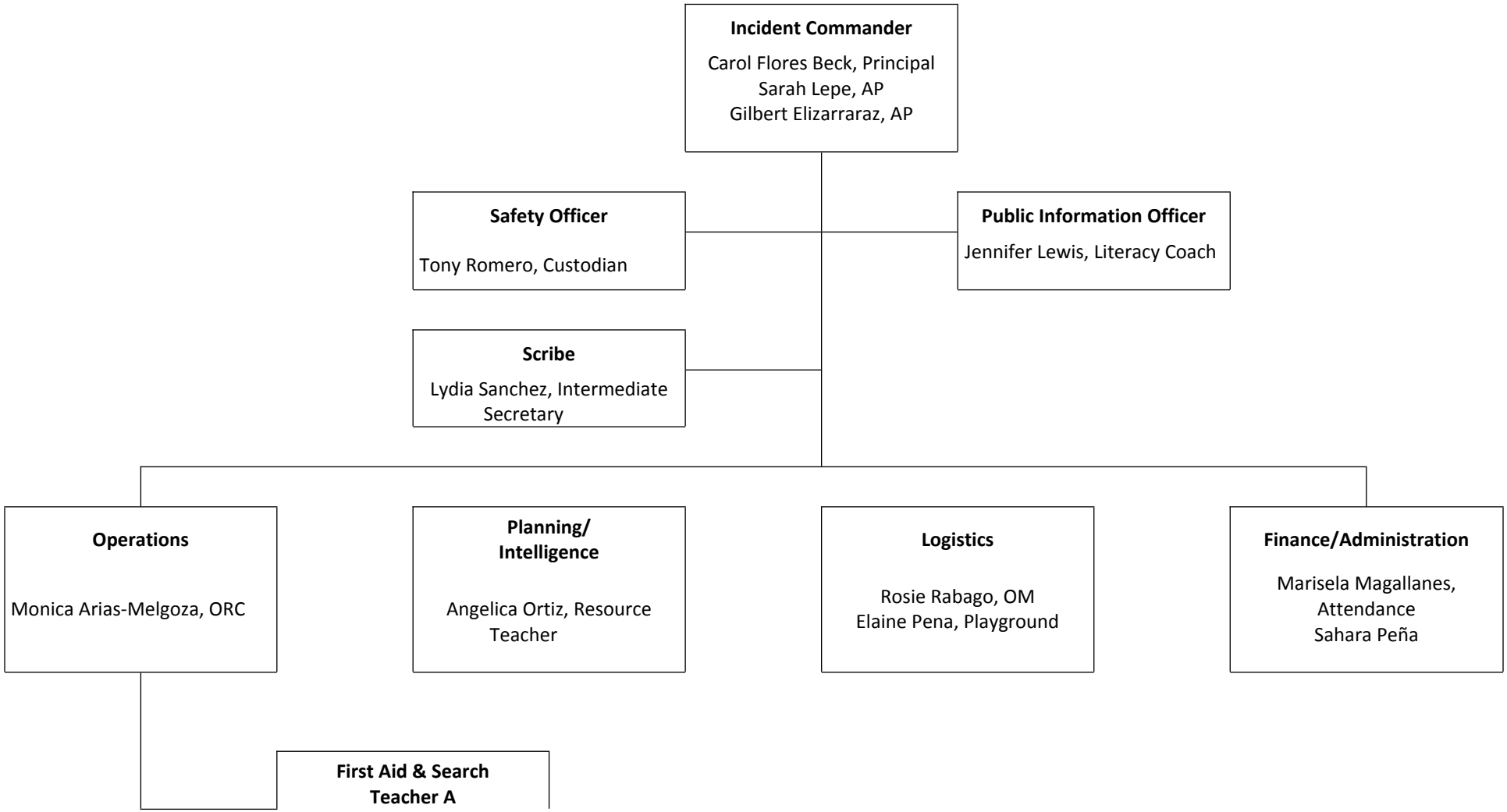
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Oxnard Police Department	911 from a land line;1-805-486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Oxnard Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	1-805-654-3200	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	1-805-988-2500	
Local Hospitals	Ventura County Medical Center	1-805-652-6000	
Local Hospitals	Community Memorial Hospital	1-805-652-5011	

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)
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 21, 2016 at 2:30	
Present information to parents at ELAC for input and approval	February 5, 2016 at 8:30	Agendas to be attached
Present information to parents at Café Con Padres for input.	February 9, 2016 at 5:30	
Present information to parents at School Site Council for input and approval	January 25, 2016 at 2:40	
Present information to staff at regular Tuesday meeting for input and approval	January 26, 2016 at 2:40	

James Driffill Elementary School Incident Command System



Hector Porath
Michelle Styring
Taylor Lumas
Francesca Magana
Tony Reyes
Katie Tunin
Steven Williams

Student Release & Accountability TeacherB

Gilbert Elizarraraz
Rosie Camarena
Elaine Herrera
Jose Carranza
Roberta Tapia
Christine Hernandez
Laura Cornish
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/site 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 Distict. 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:
a)District Office
b)Facilities and Transportation
1) To alert bus drivers / crossing guards
2) Check safety of students at any affected bus stops and popular walking route to/from school.
c) Police department
18. 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 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 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) 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: 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, 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 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.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 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

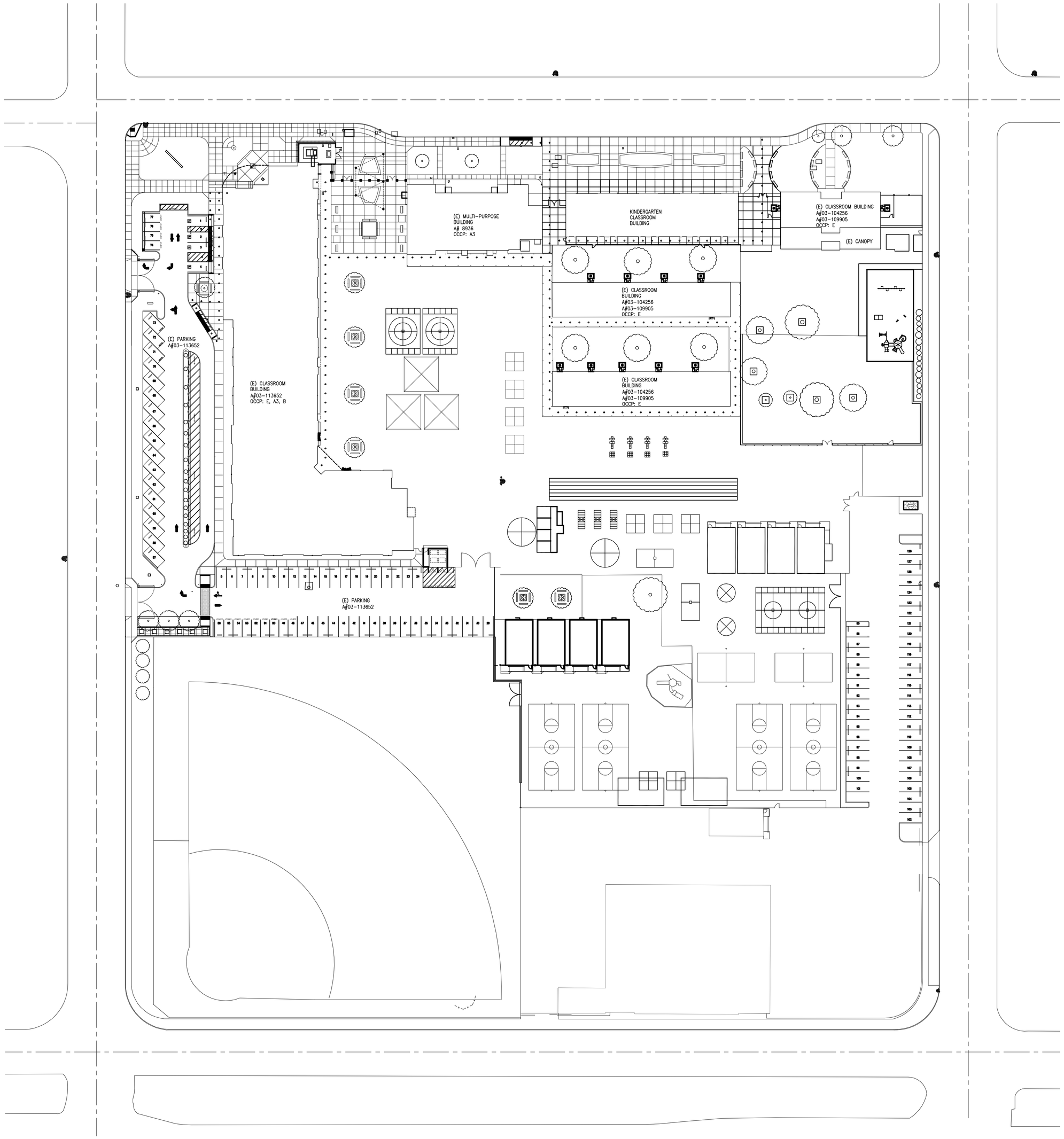
The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is 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



SITE PLAN

N

FLEWELLING & MOODY
architects *for* education

HEADQUARTERS OFFICE:
815 Colorado Boulevard, Suite 200
Los Angeles, California 90041
323.543.8300 FAX 323.543.8198
E-Mail: fm-la@flewelling-moody.com

ANTELOPE VALLEY OFFICE:
1035 West Lancaster Boulevard
Lancaster, California 93534
661.949.0771 FAX 661.949.2843
E-Mail: fm-lancaster@flewelling-moody.com

An Employee Owned Corporation

ARCHITECT

LICENSED ARCHITECT
KAVIT T. GANDHI
C-14211
Exp. date 08/31/2015
STATE OF CALIFORNIA

CONSULTANT

AGENCY

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
FILE 56-22
APPL. 03-115282
AC _____ FLS _____ SS _____
DATE _____

PTN. _____

Drawn by

Checked by

Revisions

No.	Date	Description

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

KINDERGARTEN CLASSROOM BUILDING
DRIFFILL ELEMENTARY SCHOOL

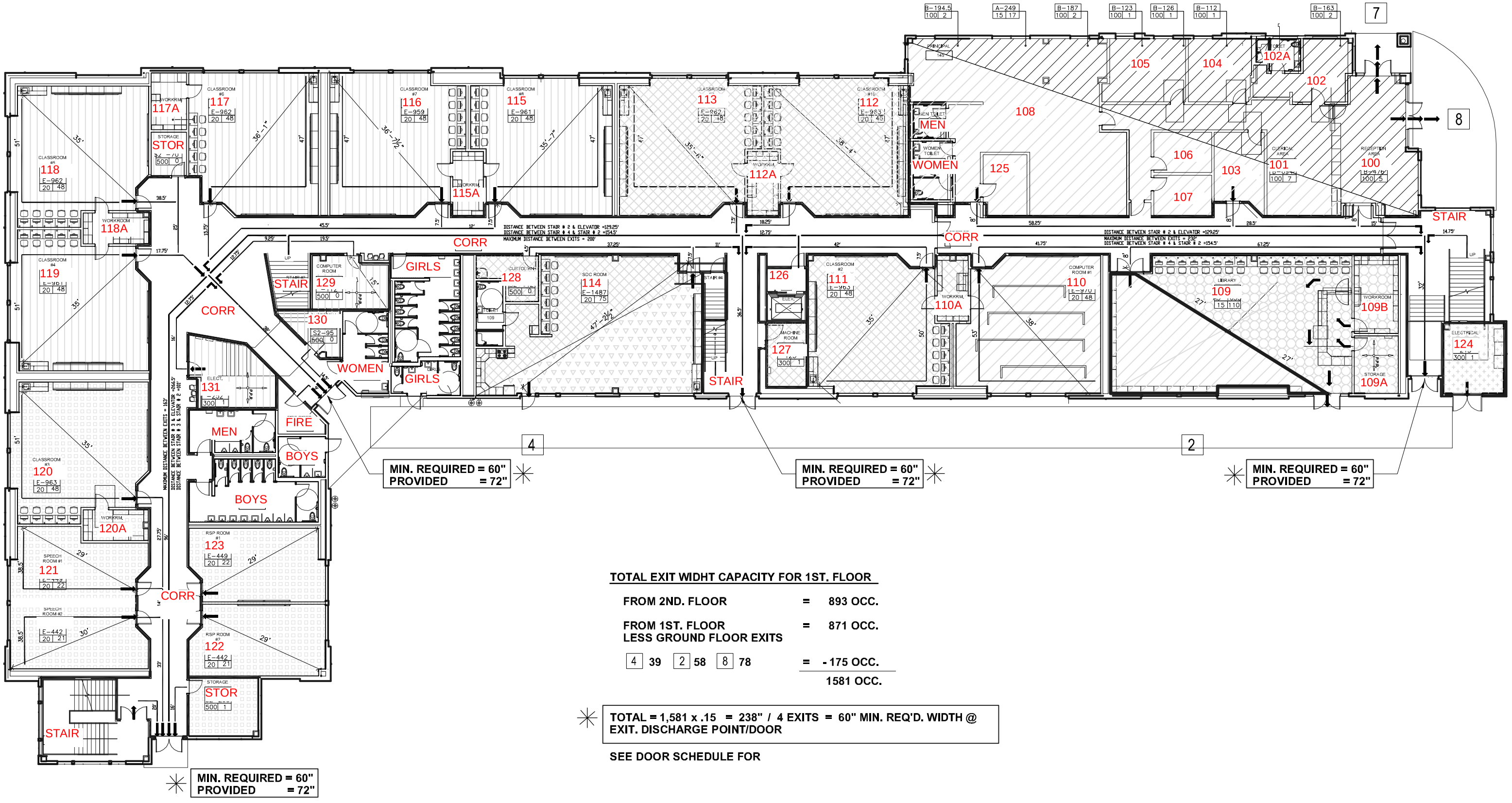
OXNARD SCHOOL DISTRICT
1055 SOUTH "C" STREET
OXNARD, CA 93030

SITE PLAN

Job No.
2517.600

Date
04-11-13

A1.0

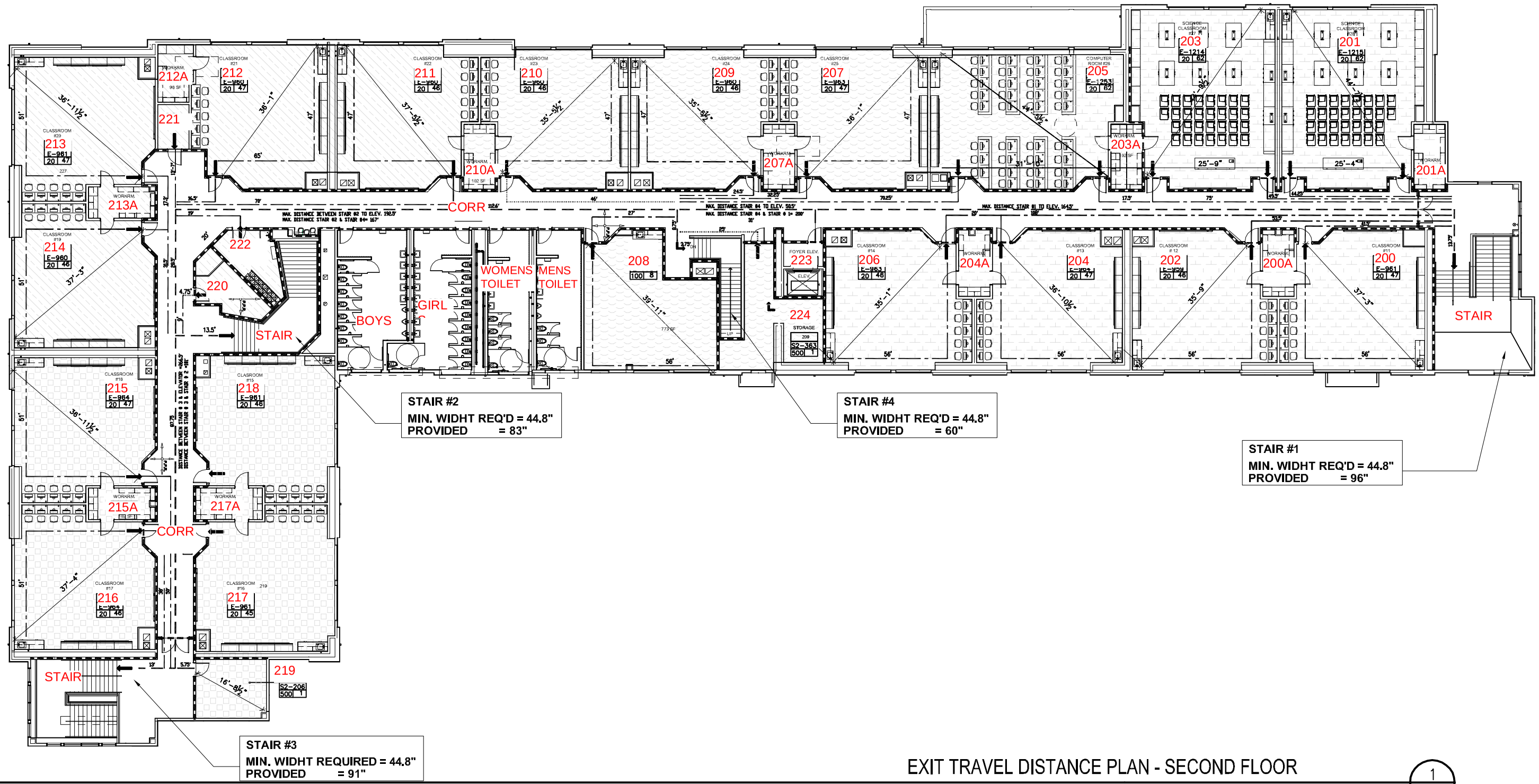


TOTAL EXIT WIDHT CAPACITY FOR 1ST. FLOOR

FROM 2ND. FLOOR	=	893 OCC.
FROM 1ST. FLOOR LESS GROUND FLOOR EXITS	=	871 OCC.
4 39 2 58 8 78	=	- 175 OCC.
		1581 OCC.

✳ TOTAL = 1,581 x .15 = 238" / 4 EXITS = 60" MIN. REQ'D. WIDTH @ EXIT. DISCHARGE POINT/DOOR

SEE DOOR SCHEDULE FOR

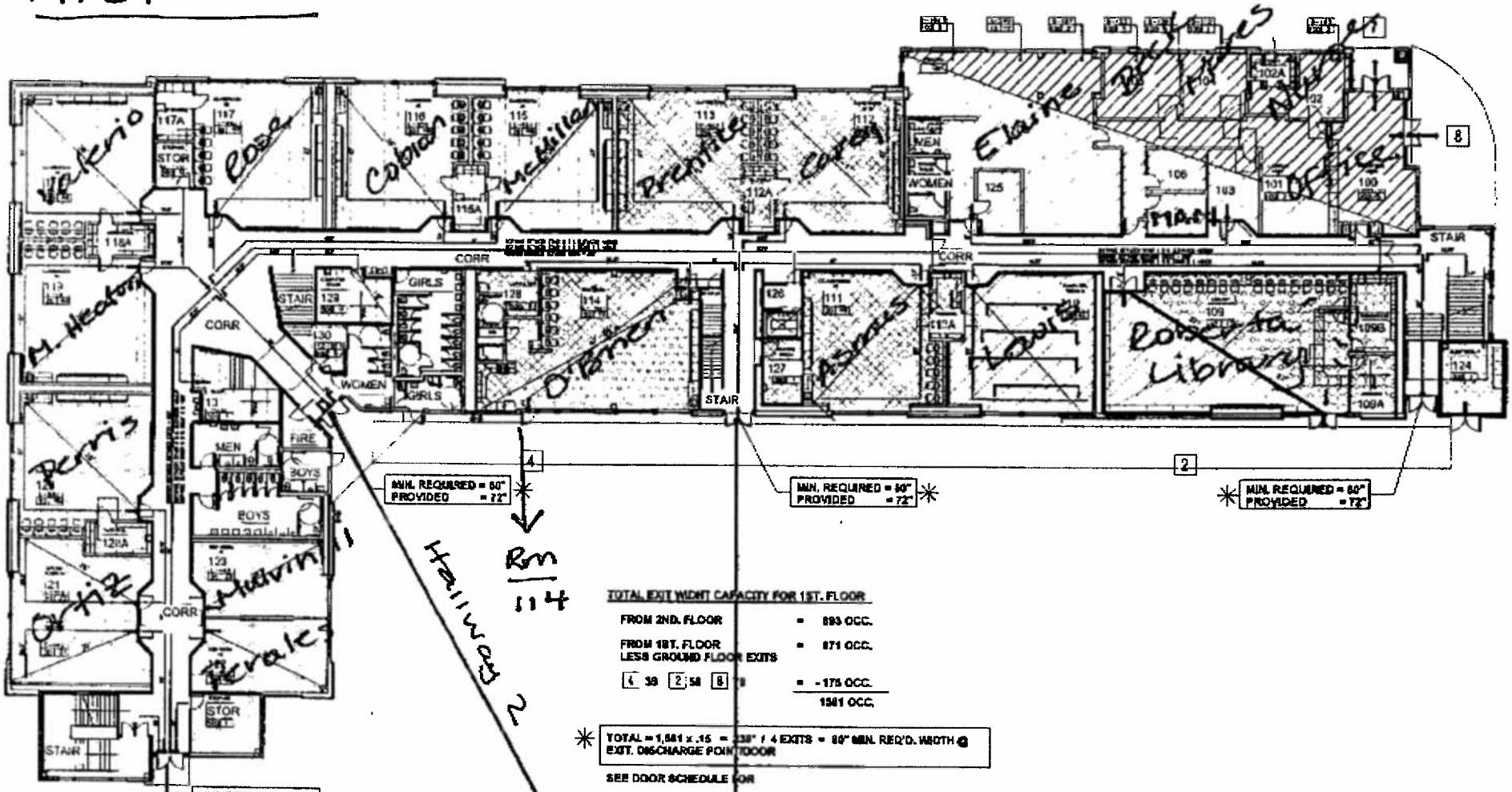


EXIT TRAVEL DISTANCE PLAN - SECOND FLOOR

SCALE: N.T.S

1
T0.4

First Floor



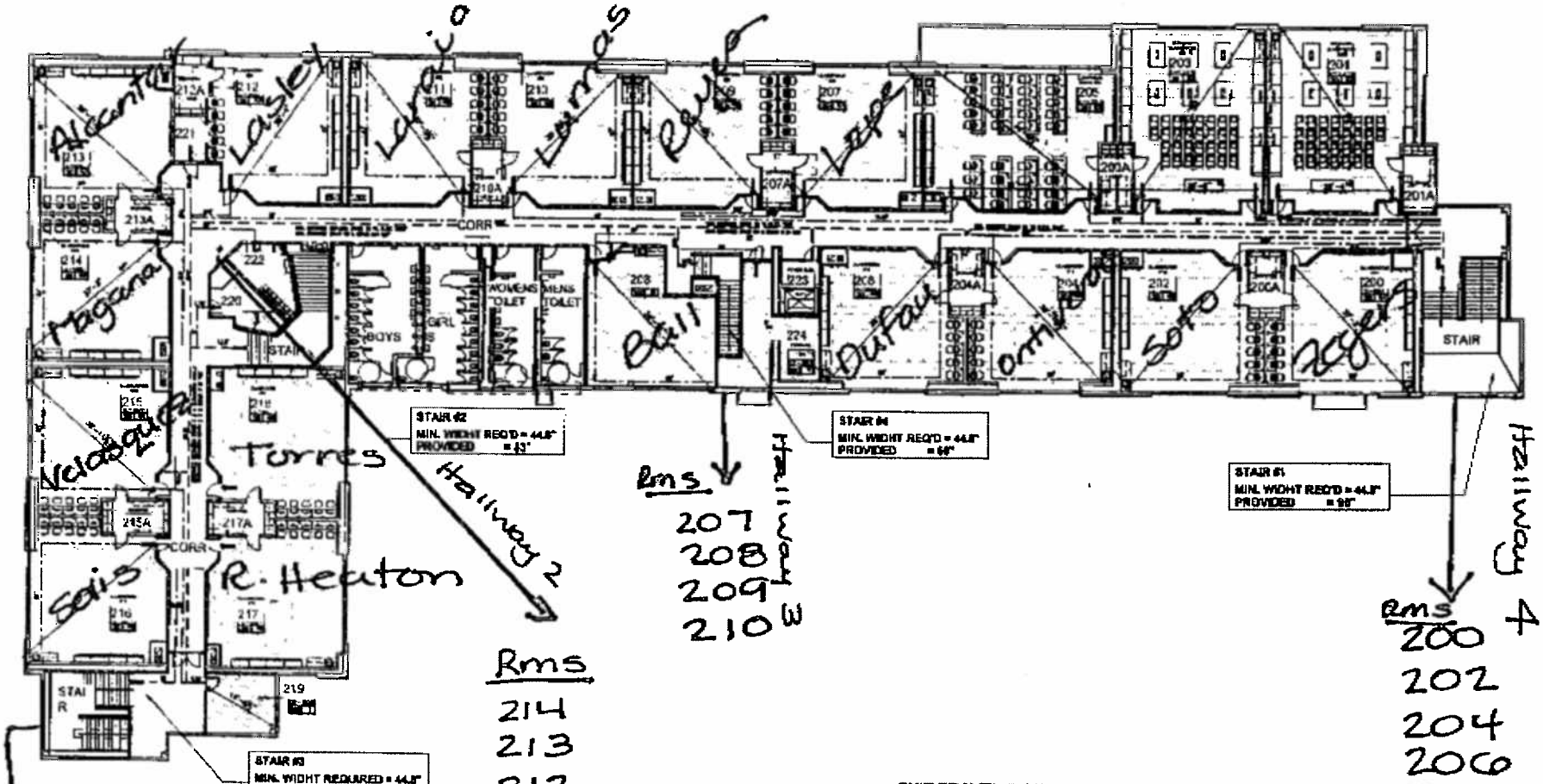
TOTAL EXIT WIDHT CAPACITY FOR 1ST. FLOOR

FROM 2ND. FLOOR	=	893 OCC.
FROM 1ST. FLOOR LESS GROUND FLOOR EXITS	=	871 OCC.
4 39 2 58 8 [illegible]	=	- 175 OCC.
		1561 OCC.

TOTAL = 1,561 x .15 = [illegible]" / 4 EXITS = 60" MIN. REQ'D. WIDTH @ EXIT. DISCHARGE POINT DOOR

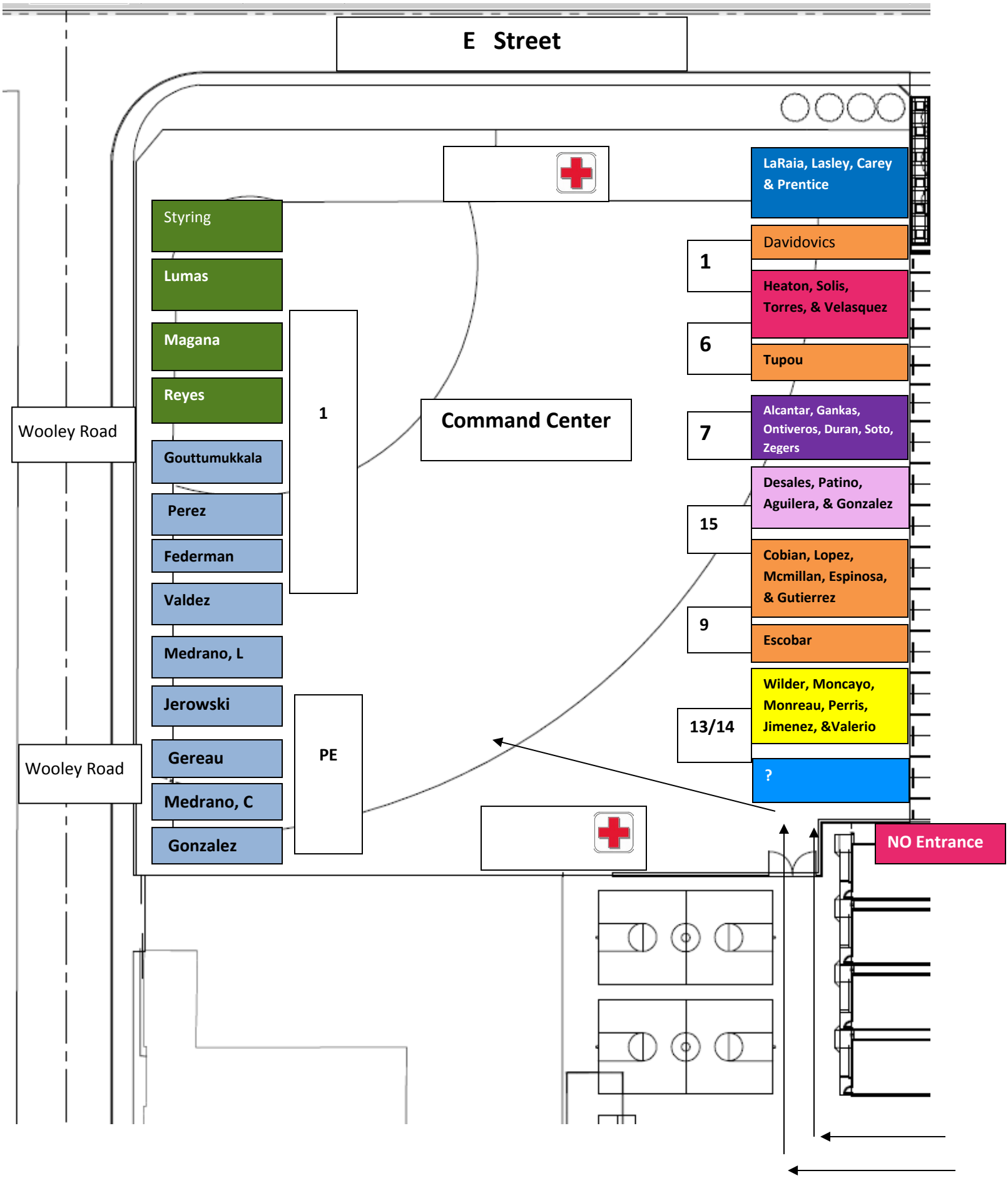
SEE DOOR SCHEDULE FOR

Second Floor



EXIT TRAVEL DISTANCE PLAN - SECOND FLOOR

SCALE: N.T.S


E Street
Wooley Road
Wooley Road
Styring
Lumas
Magana
Reyes
Gouttumukkala
Perez
Federman
Valdez
Medrano, L
Jerowski
Gereau
Medrano, C
Gonzalez
1
PE
Command Center
LaRaia, Lasley, Carey & Prentice
1
Davidovics
Heaton, Solis, Torres, & Velasquez
6
Tupou
7
Alcantar, Gankas, Ontiveros, Duran, Soto, Zegers
15
Desales, Patino, Aguilera, & Gonzalez
Cobian, Lopez, Mcmillan, Espinosa, & Gutierrez
9
Escobar
13/14
Wilder, Moncayo, Monreau, Perris, Jimenez, &Valerio
?
NO Entrance

2015-2016

S
E W
N

Motor Room 1210	GIRLS LOCKER ROOM 1209	BOYS Locker Room 1208	PE Classroom Tunin/Williams 1207

NFL 1501	McMillan 1 TBE 1502	Cobian 1 TBE 1503	Gutierrez Kinder 1504

1507
1508
1509
1510

Desales 2 601	Patiño 2 TBE 602	Rodriguez 2 TBE 603	Gonzales 2 604	custodian 605	608 / 607 / 606

**Counselor in the cafeteria office
** Jason in the stage office

	Lasley 216	LaRaia 215	Prentice 214	Magana, F. 213
Stor.219	Heaton 217	Carey 218	Boy's RR	DATA 221
			Girl's RR	Reyes 212
			Woman's RR	Styring 211
			Men's RR	Lumas 210
		Segovia 224	Nosan-SDC 5-7208	Gereau 7 209
			Perez 7 206	L.Medrano8-207
			C.Medrano 8 204	Jeworski-ELA 205
			Federman 7 202	uttumukkalla 7 SC
			Valdes 8 200	Gonzales 8th 201

2nd Floor

"E" STREET

Pre K 1401	TK SEI Jimenez 1402	Valerie 1301		

Moreau K SEI 702	Perris K SEI 702	Lopez 1 SEI 703	Espinoza 1 SEI 704	705	707 / 706

K-DUAL Wilder 901	K-DUAL Moncayo 902		
Wilder	Moncayo		

Under Construction until 2015				
KINDER 801	KINDER 802	KINDER 803	KINDER 804	STORAGE

214	
213	
209	Cafeteria - 201

	Ortiz 121	Torres 120	Velasquez 119	Solis 118
Stor.133	Carranza 122	Cornish 123		Gankas 117
			Girl's RR	Soto 116
			Custodian 128	Zegers 115
			Tupou SDC 3-5 114	Alcantar 113
			Duran 111	Escobar SDC K-2 112
			Ontiveros 110	Teacher Workroom and Administrative Offices
			Library 109	

First Floor

NINTH STREET

DRIFFILL SCHOOL

2016-2017 Projected Classroom Needs

- TK/Kinder - 4 or 5
- First - 5
- Second - 5
- Third - 4
- Fourth - 5
- 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

2015-2016
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:

Approved by:

Name	Title	Signature	Date
Leticia Ramos	Principal		2/2/16
Hannah Estrada	School Resource Officer		2/2/16
Michael Stalvey	School Site Council Chair		2/2/16
Maritza Gutierrez	Outreach Specialist		2/4/16
Veronica Garcia	Counselor		2/2/2016
Carolanne Monis	Instructional Coach		2/4/2016
Christine Finney	Teacher		2/4/2016
Corina Saturnino	Teacher		2/9/16
Veronica Gonzalez	Teacher		2/4/16

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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 I, 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 staff 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 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 and safe 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
Hannah Estrada, School Resource Officer
Veronica Garcia, Counselor
Maritza Gutierrez, Outreach Specialist
Carolanne Monis, Instructional Coach
Michael Stalvey, Teacher
Christine Finney, Teacher
Corina Saturnino, Teacher
Veronica Gonzalez, Teacher

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. Additionally, the SRO conducted a security inspection of the campus with the Principal at the beginning of the year. The SRO was present for whole school evacuation drill. Monitoring and providing support. Furthermore, Risk Management from DO conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made. Also, the Lead custodian and the principal conduct monthly safety inspections and submit a report to the DO. Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office.

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:

The Lead Custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders to the district office."
Drills. Additionally, the SRO from OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly, providing feedback to Principal which then debriefs with staff and does necessary changes. Furthermore, monthly fire drills and quarterly earthquake drills are conducted.

- Traffic/ Safety Enforcement and Communication:

Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns. The principal communicates with the community via meetings, letters, and connect-ed phone messaging system regarding reminders for safety and traffic regulations. The site safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes. Minor repairs are made immediately through the lead custodian or work orders placed through the District Office.

- Emergency Supplies:

We conduct an annual inventory of emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks. The Emergency Operations Plan is updated annually and we have a first aid supplies and search and rescue plan in place. Through the district, staff are trained in the Emergency Operations Plan.

- Behavioral Expectations/Discipline and Consequences:

In order to ensure that students engage in safe behavior the school implements CHAMPS positive behavior support program. We are in full implementation of the CHAMPS Behavior Management System for the 2015-2016 school year here at Elm Street School. We are confident that this system will continue to provide school-wide behavioral expectations, as well as discipline and consequences for all students in grades K through 5th. We have developed school-wide rules for the cafeteria, office, restrooms, 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/Student Security-Closed Campus:

We have dedicated many hours of preparation and training to developing a response to emergency situations. We have worked with our 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. 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. All individuals are to sign-in at the school office upon arrival on site. All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age and produce a valid ID.

Ingress/Egress Routes-

Security measures are implemented by having a closed campus. It was decided by staff that designated ingress and egress routes continue and a closed campus also continue to be implemented. The school site 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. At Elm, we have six campus supervisors assigned to supervising and monitoring students before school, during recesses, lunches, and after school for the safety of all 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Gang-Related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1).

Elm Street School Dress Policy:
All students at Elm Street School will be held to Elm Street School's dress code policy. Students who violate the dress policy will be requested to fix inappropriate clothing, call home to have proper clothing items brought to school, or change into loaners. Parents can be called at home or work to bring appropriate clothing to school and have student change, to adhere to the school's dress code policy. The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

The following will be strictly adhered to:
1. Students may not wear clothing or hairstyles that will be disruptive to the educational process.
2. Close toed shoes must be worn at all times. No sandals or thongs allowed for safety. Parents will be notified of exceptions ie. special school events such as promotion event.
3. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bare drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.
4. Hats, caps, and other head coverings shall not be worn indoors.
5. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
6. Gym shorts may not be worn in classes other than physical education.
7. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet. Parents will be notified of exceptions ie. special school events.
8. Shirts should be tucked in and the seat of pants cannot sag.

Exceptions to the dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)
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. In the event that a student arrives tardy to school, the students must enter through the office, check in with office personnel and obtain a tardy slip before going to their assigned classroom. 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, with teacher/staff supervision. Parents/Guardians are required to stop at office to sign-out their child if leaving early. Adults signing students out must be on the emergency card and be 18 years of age. Students are not to loiter outside campus gates. In case of emergencies, all staff will follow the appropriate evacuation procedures as listed in the Safe School Handbook. Teachers must be aware of all students that take school transportation and follow the schedule.

Staff continuously monitors the safety of students upon arrival, dismissal, at the bus stops, and throughout the day following established routines and procedures.

In order to ensure the safety and well-being of students, Parents/Guardians are responsible to provide the school with legal and/or custodial documents regarding a student. The legal documents will be filed with the student's Emergency Card, and will be followed accordingly.

The Safety Committee continuously assesses the needs of the school in regards to the safe ingress and egress of students, staff, and parents, and makes recommendations to make any changes to improve campus safety.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Positive School Climate

Element:
School-wide Positive Behavior Support

Opportunity for Improvement:
In order to provide students with a successful learning environment, we must implement a safe school plan with an emphasis on good moral character development, social skills, and good-fellowship. As of January 2016 all staff has been trained in CHAMPS for full implementation of CHAMPS at Elm School.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Implement the techniques learned from CHAMPS to provide a safe and positive school environment.	Elm School staff and students shall complete CHAMPS training and implement the program throughout the school year.	• CHAMPS behavior system • Posters to support CHAMPs • CHAMPS professional development for staff • Behavior Assemblies for students	Principal Counselor ORC Instructional Coach Teachers Psychologist Speech Therapist	• Review the data of discipline of discipline referrals • Classroom visits and observation of student behavior • Meetings with safety committee
2) Reduce the amount of office referrals for violent, bullying, verbal, and physical 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	Counselor ORC Principal Teachers	• Review data of discipline referrals • Meetings with safety committee • Staff meetings
3) Staff, in partnership with the 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.	Continue Positive Behavior Support through CHAMPS and Cultural Proficiency	Principal Counselor ORC Psychologist	

Component:
School's Safe Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:
We are committed to reaching the needs of all our students. By meeting the diverse needs of our students we will educate, challenge, and empower our students to behave as productive member of our community.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Staff, students, and parents 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 equity.	Continue Cultural Proficiency training	Principal Counselor ORC Teachers	
2) Elm School shall have visible staff and parental presence.	Elm administration will encourage staff and parents to be visible when in route to and from school.		Principal Safety Committee	
3) Elm School will survey staff and 5th grade students through the use of the California Healthy Kids Survey (CHKS) 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.	California Healthy Kids Surveys and Data Results	Principal Counselor ORC	
4) Elm School will continue to work with staff, parents, community members, and with OPD personnel to create a crime-free and safe school community.	Elm School will establish a safety committee which shall include the Principal, staff, and resource school officer. Safety Committee will report out to all staff, parents, and community members.		Principal Counselor ORC Safety Committee	

Component:
Disaster Preparedness

Element:
School Safety

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/s.	Meeting Venue Computer	Principal SRO Office Staff Custodial Staff Safety 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/s. .	Meeting Venue Computer	Principal SRO Office Staff Custodial Staff Safety Committee	
3) Work with Oxnard Police Department (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 to decide how to work together to provide solutions for any issues.	Meeting Venue Computer	Principal Safety Committee	
4) 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	District Office Safety Committee Principal	
5) 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		

(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. The School uses a proactive and positive approach to management of student behavior(CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS:

We want our students to develop a sense of values and to become:
Caring Honest
Responsible Well mannered and courteous
Respectful Knowledgeable of right and wrong
Fair Positive in outlook
Compassionate Self-disciplined

BELIEFS:

We believe our rules and procedures will,

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

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 is 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.

Conduct Code Procedures

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

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The plan is reviewed in February, approved by the School Site Council, and updated on March 1st.

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

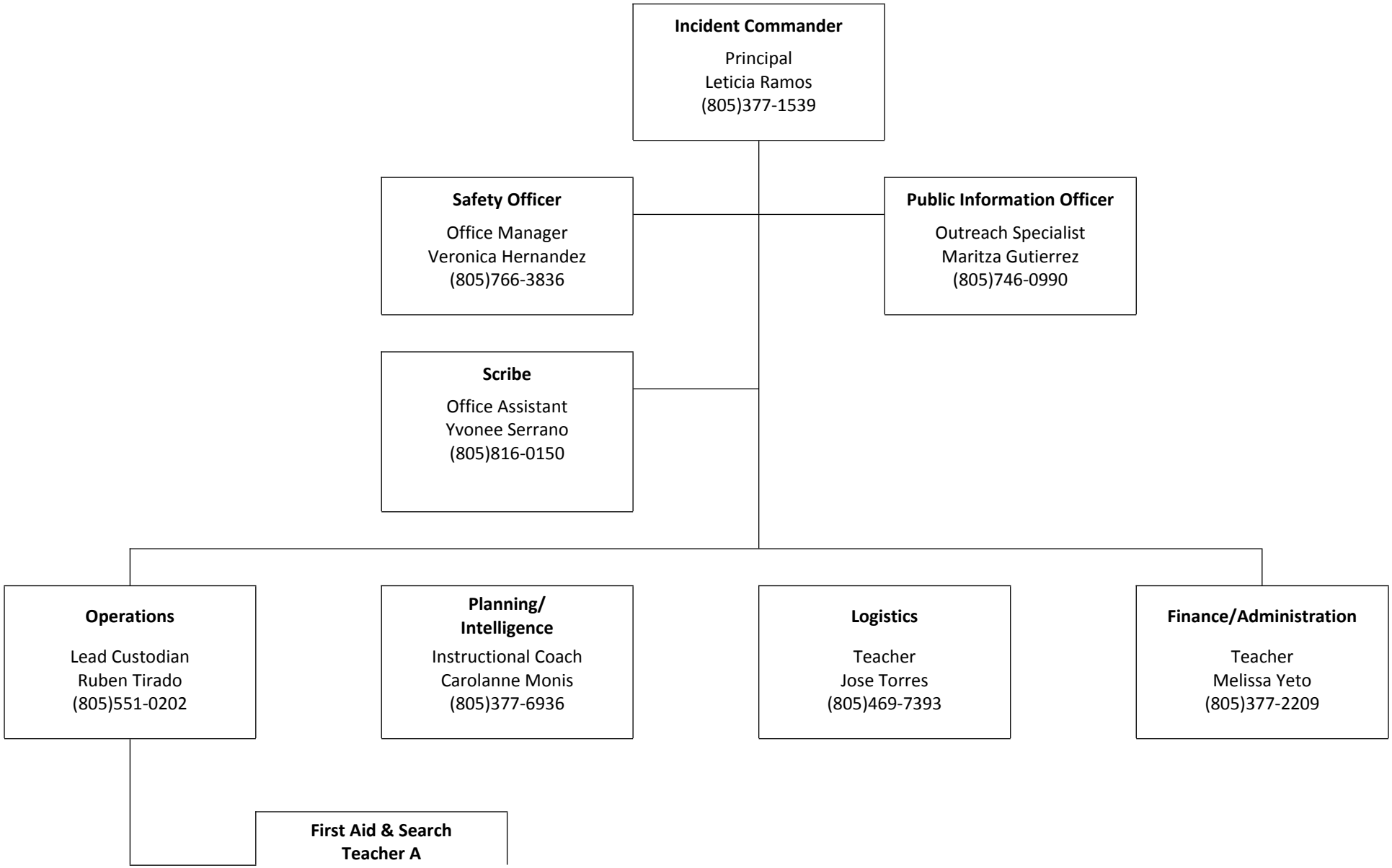
Utilities, Responders and Communication Resources

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 January/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 I 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 Distict. 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 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:
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 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.

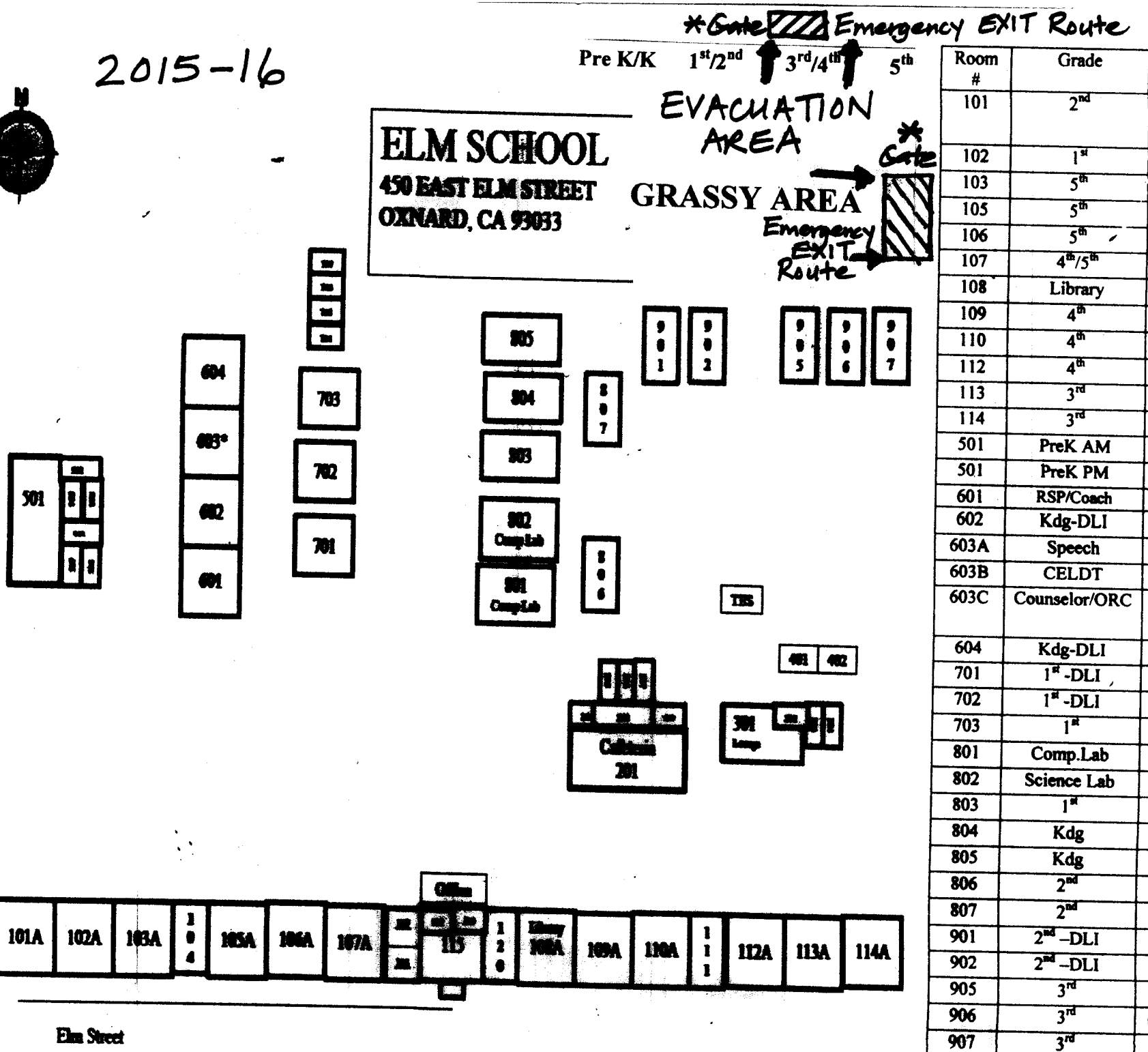
Unlawful Demonstration or Walkout
The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

2015-16

ELM SCHOOL

450 EAST ELM STREET
OXNARD, CA 93033



Room #	Grade	Teacher
101	2nd	Barrinuevo, M.
102	1st	Majeski, M.
103	5th	Cahue, J.
105	5th	Torres, Y.
106	5th	Ambriz, P.
107	4th/5th	Hammond, K.
108	Library	Balangue, A.
109	4th	Magaña, M.
110	4th	Saturnino, C.
112	4th	Finney, C.
113	3rd	Martinez, F.
114	3rd	Mosqueda, D.
501	PreK AM	Nava, S.
501	PreK PM	Palomar, S.
601	RSP/Coach	Jue, H. /Monis, C.
602	Kdg-DLI	Lucero, N.
603A	Speech	Dapron, K.
603B	CELDT	Soto, R.
603C	Counselor/ORC	Garcia, Veronica/ Perez-Gutierrez, Maritza
604	Kdg-DLI	Cahue, E.
701	1st -DLI	Rodriguez, B.
702	1st -DLI	Ortiz, M.
703	1st	Dugas, D.
801	Comp.Lab	Comp. Lab
802	Science Lab	Stalvey, M.
803	1st	Perez, F.
804	Kdg	Reyes, M.
805	Kdg	Wysong, R.
806	2nd	Manriquez, P.
807	2nd	Yeto, M.
901	2nd –DLI	Gonzalez, V.
902	2nd –DLI	Ortega, X.
905	3rd	Torres, J.
906	3rd	Carrillo, A.
907	3rd	Cervantes, S.

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School:	Robert J. Frank Academy of Marine Science and Engineering
CDS Code:	56725386111850
District:	Oxnard School District
Address:	701 North Juanita Avenue Oxnard, CA
Date of Adoption:	January 26, 2016

Approved by:

Name	Title	Signature	Date
Dr. Liam Joyce	Principal		2/5/16
Paola Vargas	Assistant Principal		2/5/16
Derek Olson	Assistant Principal		2/3/16
Maria Christine Saucedo	Assistant Principal		2/5/16
Angelica Fuentes	Counselor		2/5/16
Amber Pergeson	Counselor		2/5/16
Mark Urwick	Teacher/Instructional Coach		2/8/16
Alex Cortez	Lead Custodian		2/8/16
Hannah Estrada	School Resource Officer		2/8/16
Susan Verharen	SSC President		2/5/16

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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 I, 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 Academy of Marine Science and Engineering's office.

Safety Plan Vision

At R. J. Frank Academy of Marine Science and Engineering, we embrace the Oxnard School District vision, "Educate, Inspire, and Empower," and recognize that a safe school is paramount to our students' educational success. Our students' many talents and skills must be continually nurtured in a safe and supportive school environment.

We believe all stakeholders deserve to feel safe and secure while at R. J. Frank Academy of Marine Science and Engineering and we will work to create and maintain a positive learning environment that ensures the physical, emotional, and mental well-being of our entire academic community.

Components of the Comprehensive School Safety Plan (EC 32281)

Robert J. Frank Academy of Marine Science and Engineering Safety Committee
Dr. Liam Joyce, Principal
Derek Olson, Assistant Principal
Paola Vargas, Assistant Principal
Maria Cristina Saucedo, Assistant Principal
Mark Urwick, Teacher/Instructional Coach
Amber Pergeson, Counselor
Angelica Fuentes, Counselor
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.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)
The Lead Custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders to the district office.

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 implemented 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 five years ago. Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gate or through the office (when arriving after the late bell). Staff and administration are continuously supervising and monitoring school campus throughout the school day to ensure school safety. 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. 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.

SRO from OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly ,providing feedback to Principal which will debrief with staff and do necessary changes
Monthly Drills are conducted: Earthquake, Lockdown, Evacuation and Fire 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual

orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students at R.J.Frank Academy of Marine Science and Engineering will be held to the R.J.Frank School dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (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.

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, 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)
The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

SCHOOL HOURS

The student day is from 7:45 am to 2:13 pm. Parents dropping students off at school should be aware that supervision is NOT available before 7:20 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 7:40 am. From 7:20 am, students may also congregate in the quad areas. At 7:40 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 upon dismissal by walking or via school bus. Students waiting for rides home via automobile need to wait in the designated pickup area located in front of the school. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS – LEAVING EARLY

R. J. Frank Academy of Marine Science and Engineering is a closed campus. Students must stay on campus from the time of arrival in the morning until dismissal at 2:13 pm. Students may leave campus during school hours if a written request from a parent or guardian has been approved. The request must state time, date, and reason for leaving campus. The Assistant Principal Secretary will issue an OFF-GROUNDS-PASS once a request is approved. Off campus absences, which are not approved in advance, are UNEXCUSED and students will be subject to disciplinary action.

Under no circumstances should a student leave campus without permission.

Parent must check in at the office in order to pick up students who are leaving campus for appointments. Only parents and guardians listed on the Emergency card and in possession of a valid ID can sign out for a student leaving campus.

TARDY / LATE POLICY
- Be on time to all your classes.

- Be at your first class before 7:45 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, 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 7:40 am to avoid being late for class.

3. Receive a readmit slip to be signed by all of your teachers.

4. If a student leaves school early, a readmit slip must be picked up the following morning.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered 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:
Positive School Climate (PBIS)

Element:
School-wide Positive Behavior Support

Opportunity for Improvement:
Increase student achievement by reducing student office referrals and suspensions. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Maintain increased supervision before and after school	Strategically assign teachers and administrative staff to various areas and increase campus assistants	Funding should be maintained for current campus assistants	Administration 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-currricular 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

Objectives	Action Steps	Resources	Lead Person	Evaluation
9) Maintain a safe campus	Administrators, campus supervisors, and teachers maintain school discipline through enforcing agreed upon school rules. SRO is available on call for support.	Funding should be maintained for current campus assistants. Duty Schedule is created and monitored. Contact information for SRO is available to administrators.	Administration and SRO	Duty Schedule, number of referrals, and log of calls to SRO.

Component:
School's Safe Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:
Ensure that the campus is safe and secure for all staff and sudents

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	Successul completion of Yearly Inspection as reflected in Student Accountability Report Card
2) Address minor work orders or repairs	Identify the problem, communicate need to custodial staff and ensure completion. If repairs are beyond the site staff capacity, ensure that Facilities Department is notified.	Custodial Staff and Facilities Staff	Assistant Principals	Repair completed or deferred to Facilities Department
3) Provide a secure perimeter	Ensure protocols are reviewed with staff regarding gate closures, badge identification and routine safety procedures. Utilize closed circuit surveillance cameras.	Agendas and Written Communications	Principal	Gate closures at all times and effective use of surveillance cameras
4) Monthly safety inspections	Identify potential safety hazards or needs and submit needed work orders.	Custodial staff and facilities Staff	Administrators	Monthly inspection checklist
5) Oxnard School District/OPD partnership	Continue relationship with OPD student resource officer	Funding for SRO officer should be manitained	Administrator	Log of interactions between site and SRO

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 knowlegable about their roles in case of emergency.	Discuss safety plan at staff meetings. Have staff trained in emergency procedures.	Staff Meetings	Administrators	Staff Meeting agendas/ PD logs

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Robert J. Frank Academy of Marine Science and Engineering Student Conduct Code
PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS
We want our students to develop a sense of values and to become:
Caring, Honest, Responsible, Well-mannered, Courteous, Respectful, Knowledgeable of right and wrong, Fair, Positive in outlook, Compassionate and Self-disciplined

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.

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 is 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:

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.
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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct. Students earn positive rewards such as Reward Activities and monthly student awards based on positive behavior.

SCHOOL RULES AND PROCEDURES:
IMPLEMENTATION RESPONSIBILITIES

Expectations:
- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

EVALUATION AND FEEDBACK METHODS

Students receive feedback from all adults on campus regarding their behavior. Administrators, teachers, campus assistants, and staff all assume the responsibility of helping students maintain positive behavior

Summary

The staff, School Site Council, and the principal will review the school rules and discipline program. These groups will consider the impact of the school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety.

Conduct Code Procedures

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.

(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 Academy of Marine Science and Engineering, the Leadership Team, ELAC, School Site Council, and School Safety Committee will convene throughout the school year to update the School Safety Plan. The purpose of the School Safety Committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the SSC, and updated on March 1st

Safety Plan Appendices

Emergency Contact Numbers

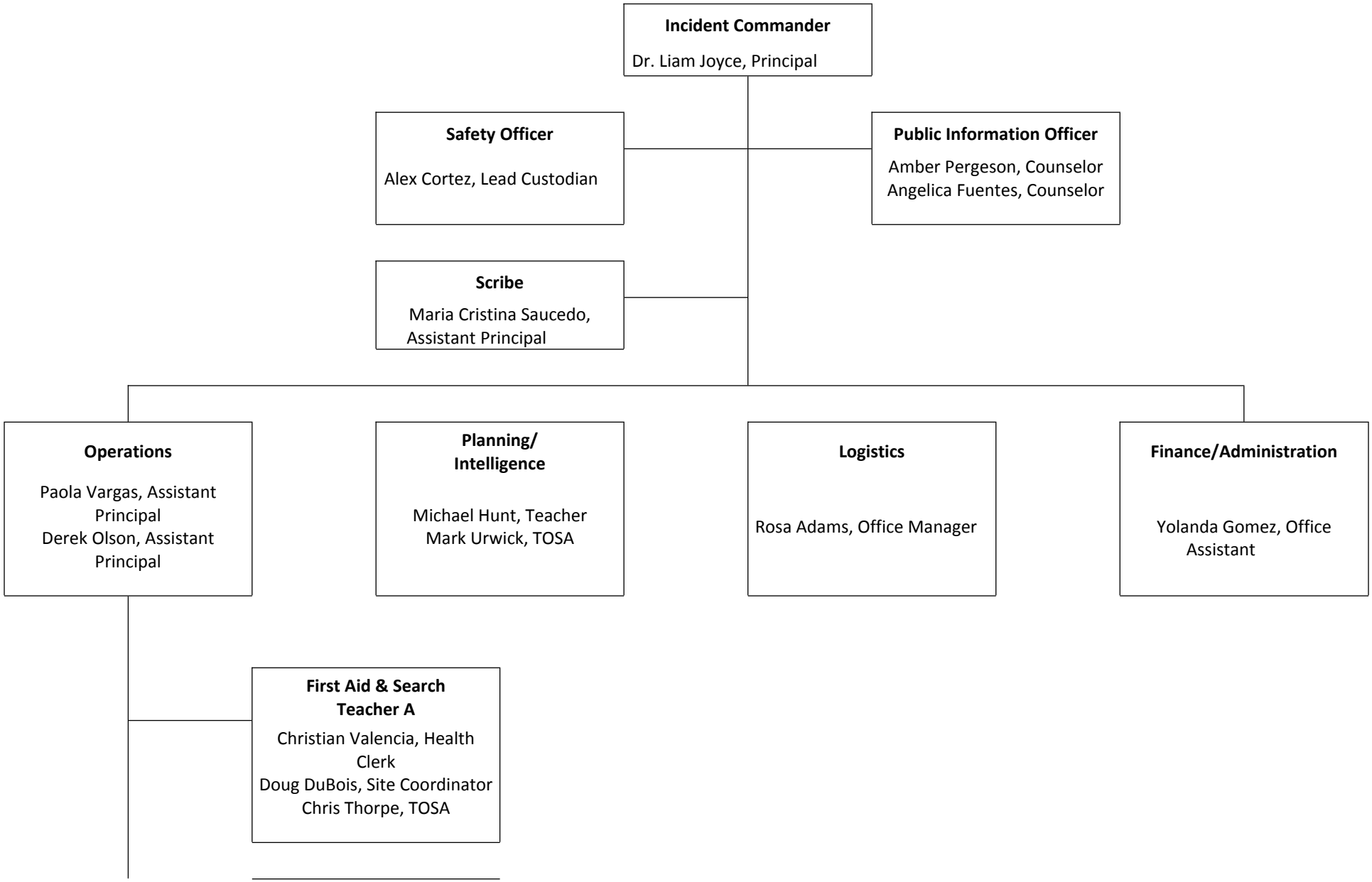
Utilities, Responders and Communication Resources

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 2015-June 2016	During regularly scheduled Leadership Team Meetings
Present information to parents for review and input during various parent meetings such as ELAC and PTO.	August 2015- May 2016	Agendas to be attached
Present plan at Staff Meeting for input.	February 2016	Agenda to be attached
Present information to parents at School Site Council for review and approval.	January 2016	Agenda to be attached

Robert J. Frank Academy of Marine Science and Engineering 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 I 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 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.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 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.

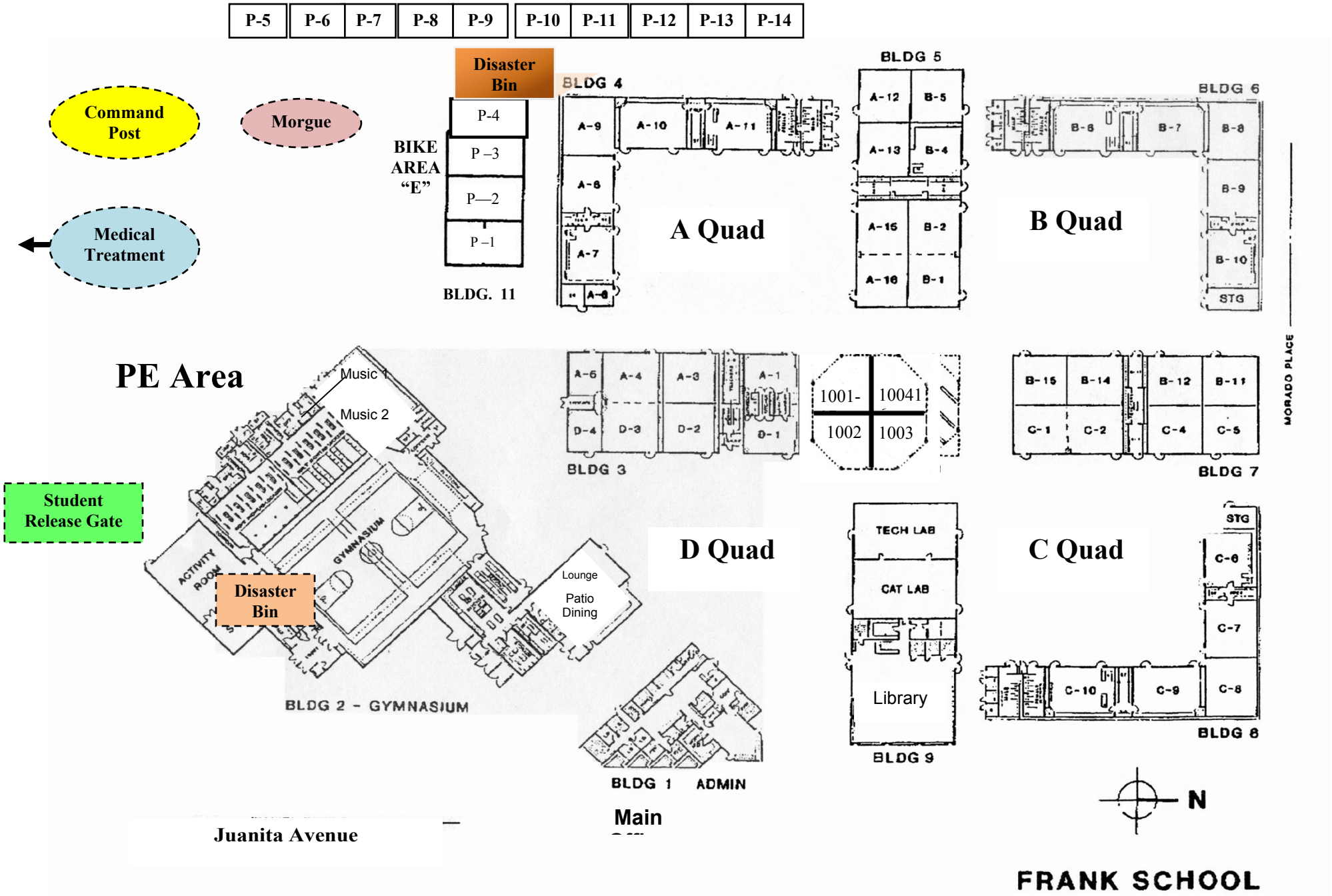
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.

8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

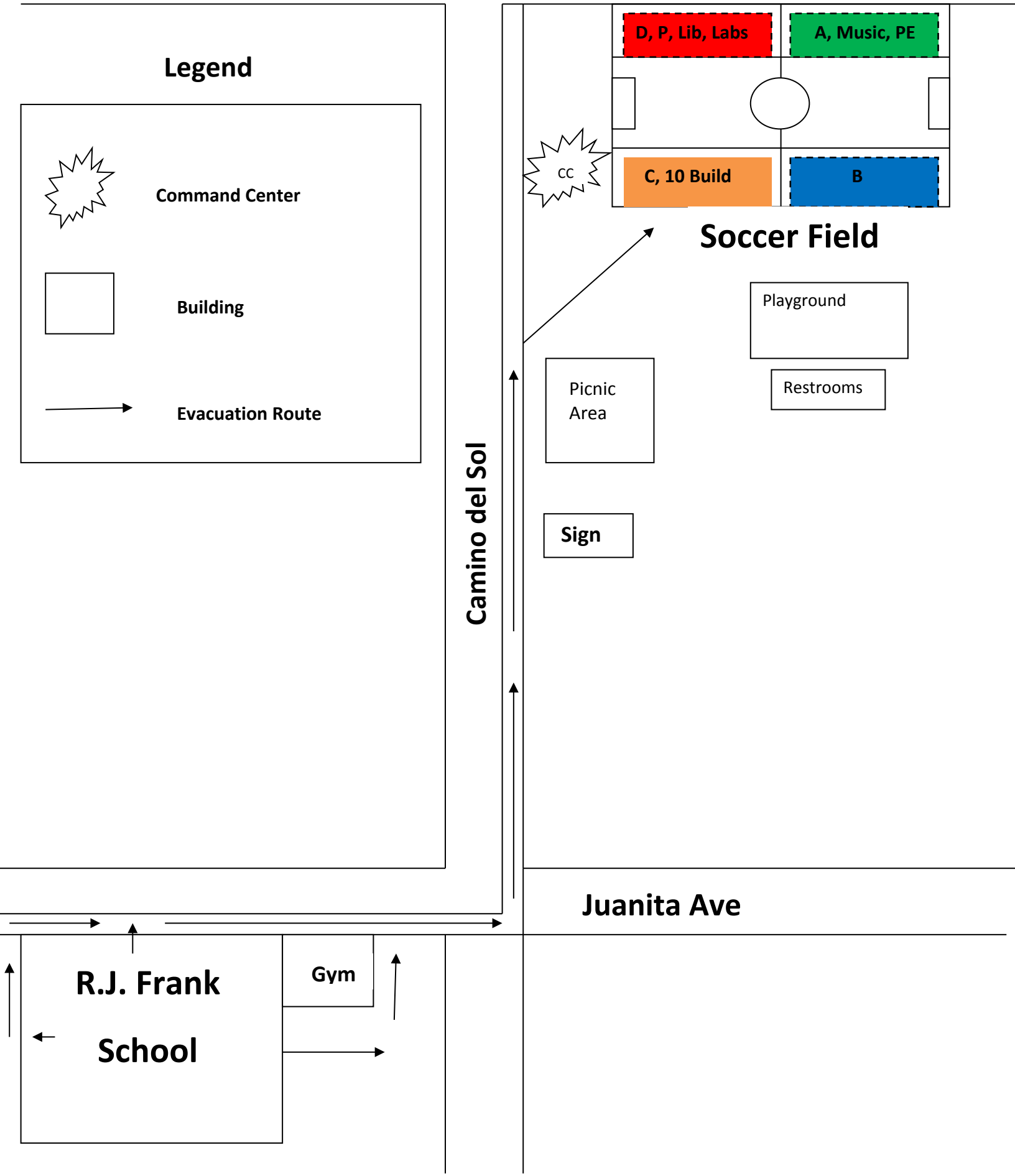
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

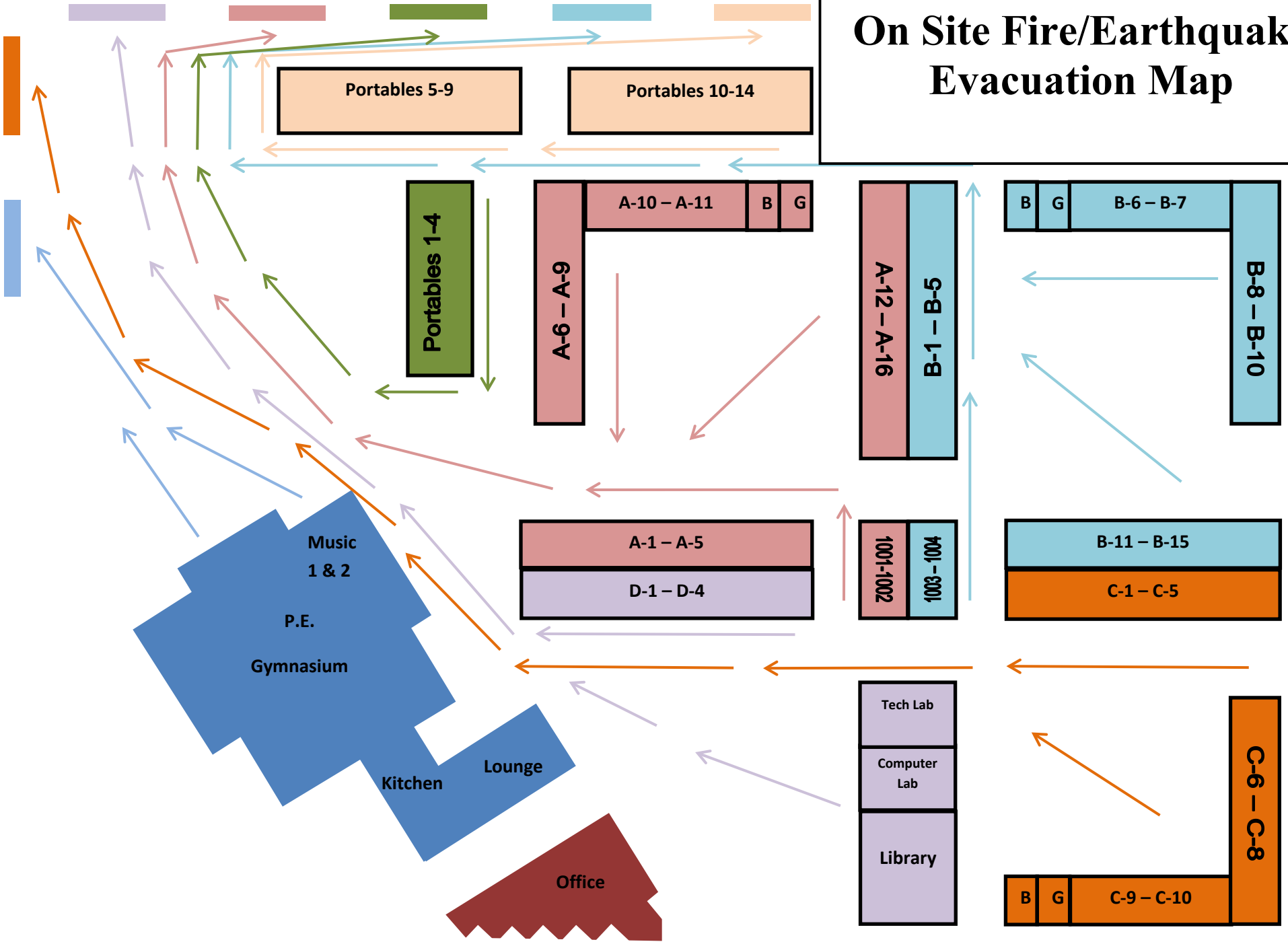
Emergency Evacuation Map


P-5
P-6
P-7
P-8
P-9
P-10
P-11
P-12
P-13
P-14
Disaster Bin
Command Post
Morgue
Medical Treatment
BIKE AREA "E"
P-4
P –3
P—2
P –1
BLDG. 11
BLDG 4
A-9
A-10
A-11
A-8
A-7
A-6
A Quad
BLDG 5
A-12
B-5
A-13
B-4
A-15
B-2
A-16
B-1
BLDG 6
B-6
B-7
B-8
B-9
B-10
STG
B Quad
MORADO PLACE
PE Area
Music 1
Music 2
Student Release Gate
Disaster Bin
ACTIVITY ROOM
GYMNASIUM
Lounge
Patio Dining
BLDG 2 - GYMNASIUM
A-6
A-4
A-3
A-1
D-4
D-3
D-2
D-1
BLDG 3
1001-
10041
1002
1003
B-15
B-14
B-12
B-11
C-1
C-2
C-4
C-5
BLDG 7
D Quad
TECH LAB
CAT LAB
Library
BLDG 9
C Quad
STG
C-6
C-7
C-10
C-9
C-8
BLDG 8
BLDG 1 ADMIN
Main
Juanita Avenue
N
FRANK SCHOOL

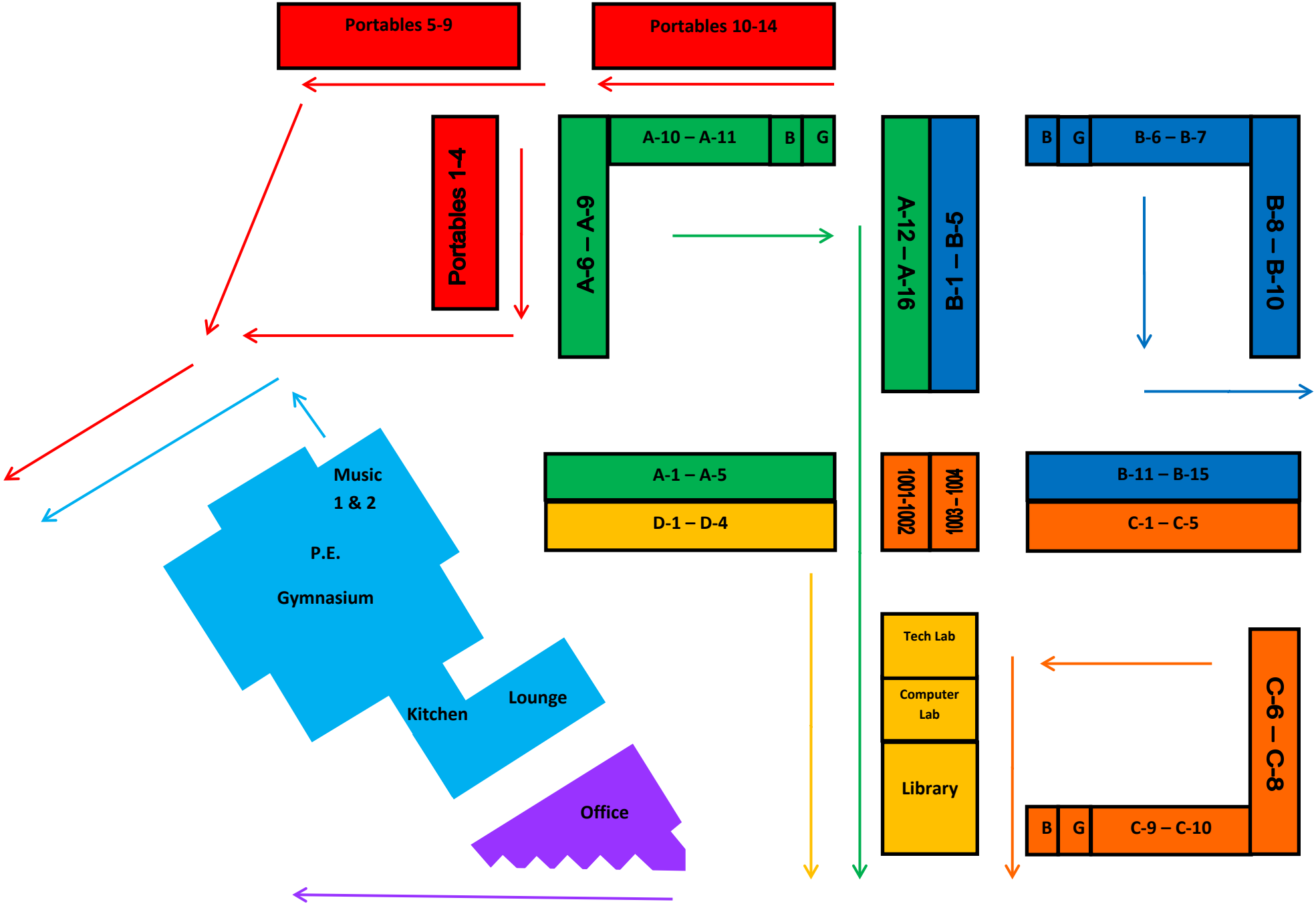
Evacuation Route to Parque del Sol



R.J. Frank School
On Site Fire/Earthquake Evacuation Map

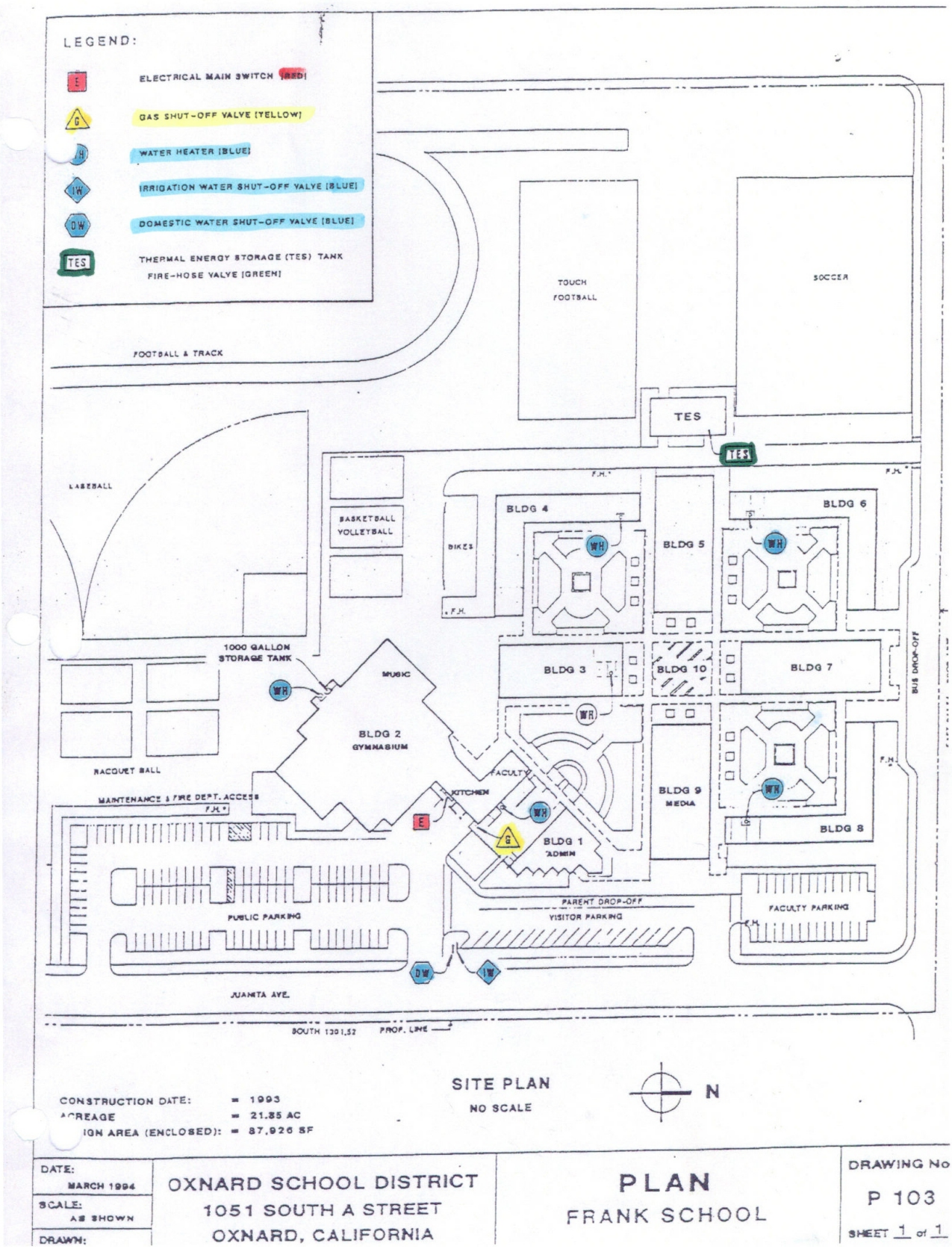


R.J. Frank School Off-Site Evacuation Map



R.J. Frank Intermediate School

Utilities Map



Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School:	Fremont Middle School
CDS Code:	56725386055313
District:	Oxnard School District
Address:	1130 North M Street Oxnard, CA 93030
Date of Adoption:	February 17, 2016

Approved by:

Name	Title	Signature	Date
Greg Brisbine	Principal		2/1/16
Frank Guerrero, Ed.D	Assistant Principal/Coordinator of Safety Plan		2/1/16
Officer Pedro Rodriguez	School Resource Officer		2-1-16
Paul White	Teacher		2-1-16
Sam Reveles	Teacher		2-1-16
Karen Presburger	Teacher		2/1/16
William Milton	Teacher		2/1/16
Eileen Whalen	Parent (SSC member)		2/2/16

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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 I, 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 Middle 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 provide a school climate and environment that is safe and secure for our students to thrive and succeed.

We believe all stakeholders deserve a physically, emotionally, mentally safe, secure, and positive learning environment through a caring and supportive staff, engaging curriculum, procedures, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

Components of the Comprehensive School Safety Plan (EC 32281)

Fremont Middle School Safety Committee
Greg Brisbine (Principal), Dr. Frank Guerrero (Assistant Principal & Safety Committee Coordinator), Officer Pedro Rodriguez (School Resource Officer), Paul White (Teacher), Karen Presburger (Teacher), Sam Reveles (Teacher), William Milton (Teacher) and Eileen Whalen (Parent & SSC Representative).

Assessment of School Safety
Emergency drills are conducted on a monthly basis. The SRO participates in our lockdown drills and provide feedback to staff and administration. Risk management conducts an annual safety inspection. Custodians and the assistant principal conduct monthly inspections and follow-up with appropriate work orders as needed. Administration and teachers monitor the morning drop-off 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)
Oxnard Police Department will conduct an annual threat assessment of our campus and report to staff. As a result of threat assessments by the Oxnard Police Department, staff can differentiate between a Level 1 and a Level 2 lockdown.
The Safety Committee meets monthly to monitor and review the safety plan and its recommendations will be followed by staff and students during emergencies.
School Safety Plan is updated annually.
The ongoing implementation of the CHAMPS program will provide positive behavior support. And continuous implementation of the WEB program will ensure a safe and supportive school climate.
Create crisis response team to provide for care, welfare, safety and security of students and staff during and after crisis events.
Risk Management from the District Office conducts a safety inspection of the campus on a yearly basis. A report is submitted and necessary changes are made.
The lead custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the lead custodian and assistant principal. The lead custodian will submit work orders to the district office as needed.
The Principal/Assistant Principal greets students at the front of the school every morning, the lead custodian open gates for buses at 8:00 a.m. on a daily basis, the assistant principal opens the front gate and monitors students exiting the front of the school at the end of the school day, and campus supervisors open gates for school buses. All campus supervisors and teachers are stationed at their assigned duty station.
Visitors are required to sign in at the front office, provide proper identification, and wear a visitor's badge while on campus grounds.
Monthly drills are conducted for earthquakes, lockdowns, evacuation and fire drills on a rotating 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.”

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

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 dress policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. Clothing should not disrupt the natural flow of the classroom or school activities. Clothes should be neat, clean, and of good taste. Apparel which draws undue attention to the wearer is inappropriate and disrupts learning.

The Provisions of a School-Wide Dress Code Related to Gang Apparel:

DRESS CODE

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (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.

Students who violate dress code will be told to change. Repeated dress code violations will lead to disciplinary action.

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 that fall below the waist band of their undergarments.
3. Pajamas or pajama bottoms.
4. Shorts and pants that have holes, rips and tears above mid-thigh, unless leggings are worn under them.
5. Shirts with holes, rips or tears or sheer tops without another shirt underneath.
6. Halter tops, tube tops, crop tops, spaghetti straps or any top that reveals undergarments. Shirts and tops must cover the stomach and chest area. Shirt shoulder straps must be at least 2" wide.
7. Blankets as a form of covering.
8. Chains that hang down to the waist.
9. Clothing or jewelry deemed provocative, disruptive, or hazardous to the health or safety of the wearer.
10. Clothing that is considered offensive.
11. Clothing with slogans or pictures that depict or suggest alcohol, drugs, sex, racism, weapons, violence or obscenities.
12. Excessively long pants that fall below the heel of the shoe.
13. Exposed undergarments.
14. Gang-related apparel of any kind.
15. Gloves, unless weather permits.
16. Hats or head coverings with logos. (College logos and Fremont logos are excluded.) Hats are to be worn outside only, with the exception of those worn in religious observance. Hoods may not be worn up on campus.
17. Professional team attire (Cowboys, Lakers, etc.).

(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 an valid ID can sign for a student leaving campus.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Positive School Climate

Element:
School-wide Positive Behavior Support

Opportunity for Improvement:
Implement CHAMPS and WEB Programs

Objectives	Action Steps	Resources	Lead Person	Evaluation
Train staff in CHAMPS program via summer institute and through VCOE trainings.	Coordinate with Pupil Services Director regarding training schedule Advertise training to staff	CHAMPS books CHAMPS Trainer from Safe and Civil Schools Funding to support training	Pupil Services Director & Assistant Principal	Goal: 100% of teaching staff trained by June 2016.
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	A CHAMPS Committee is established and meets at least once per trimester-
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: 67% of classrooms will be using CHAMPS practices by June 2016.
Increase WEB coordinator training.	3 WEB coordinators to attend Advanced WEB training.	Funding for WEB training	MSAP Site Coordinator	Goal: 75% of WEB coordinators have attended Advanced training by June 2016.
Train 2 additional staff members in WEB program.	Coordinate with MSAP Director regarding training schedule Select 2 staff members to participate in training	Funding for WEB training	MSAP Site Coordinator	Goal: 2 additional staff members attend WEB training.
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 10% of 8th grade students. Goal: WEB activities take place at least once per month. Goal: WEB leaders provide academic support to 6th grade students.

Component:
Disaster Preparedness

Element:
School Safety

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 Review lockdown procedures with staff	Support from Oxnard PD and School Resource Officer	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.
Create a Crisis Response Team.	Arrange NCPI training for Crisis Response Team members Team meets regularly	Funding for NCPI training	Assistant Principal	Goal: 50% of Crisis Response Team members are NCPI trained by June 2016 and 100% by June 2017.
Review procedures for safe ingress and egress of pupils.	Contact City of Oxnard traffic engineer to review M Street and Glenwood traffic	Support from City of Oxnard	Assistant Principal	Goal: Arrange meeting with City of Oxnard traffic engineer during Spring 2016.

Component:
School's Safe Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:
Regular safety inspections

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure warning signs are posted about uneven pavement and concrete.	Contact the Facilities Department to arrange for uneven areas to be painted or sanded down	N/A	Assistant Principal & Grounds staff	Goal: All identified areas are sanded down or painted.
Conduct annual inspection with Fire Department.	Conduct inspection with OFD Make suggested corrections Submit necessary work orders	Funding to address OFD recommendations	Assistant Principal & OFD	Goal: School is deemed fully compliant.
Conduct Risk Management safety inspection and make all necessary corrections.	Conduct inspection with Risk Management Make suggested corrections Submit necessary work orders	Funding to address RM recommendations	Assistant Principal, Risk Management staff & Facilities staff	Goal: School is deemed fully compliant.
All classrooms have working blinds that can be closed in the event of a lockdown.	Submit work orders to the Facilities department for any classrooms with missing or damaged blinds Facilities to complete work orders	Funding to address work orders	Assistant Principal & Facilities staff	Goal: 100% of classrooms have fully functional blinds by June 2016.

(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. The school uses a proactive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS
We want our students to develop a sense of values and to become:
Caring
Honest
Responsible
Well mannered and courteous
Respectful
Knowledgeable of right and wrong

Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS
We believe our rules and procedures will:
Provide a starting point for behavior and conduct expected.
Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
Promote overall school safety and security for each student.
Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

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 electonic 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:

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

- Consequences
- Positive Reinforcements
- Incentives are used to promote exemplary student conduct.
- School rules and procedures implementation responsibilities
- Evaluation and feedback methods
- Summary

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

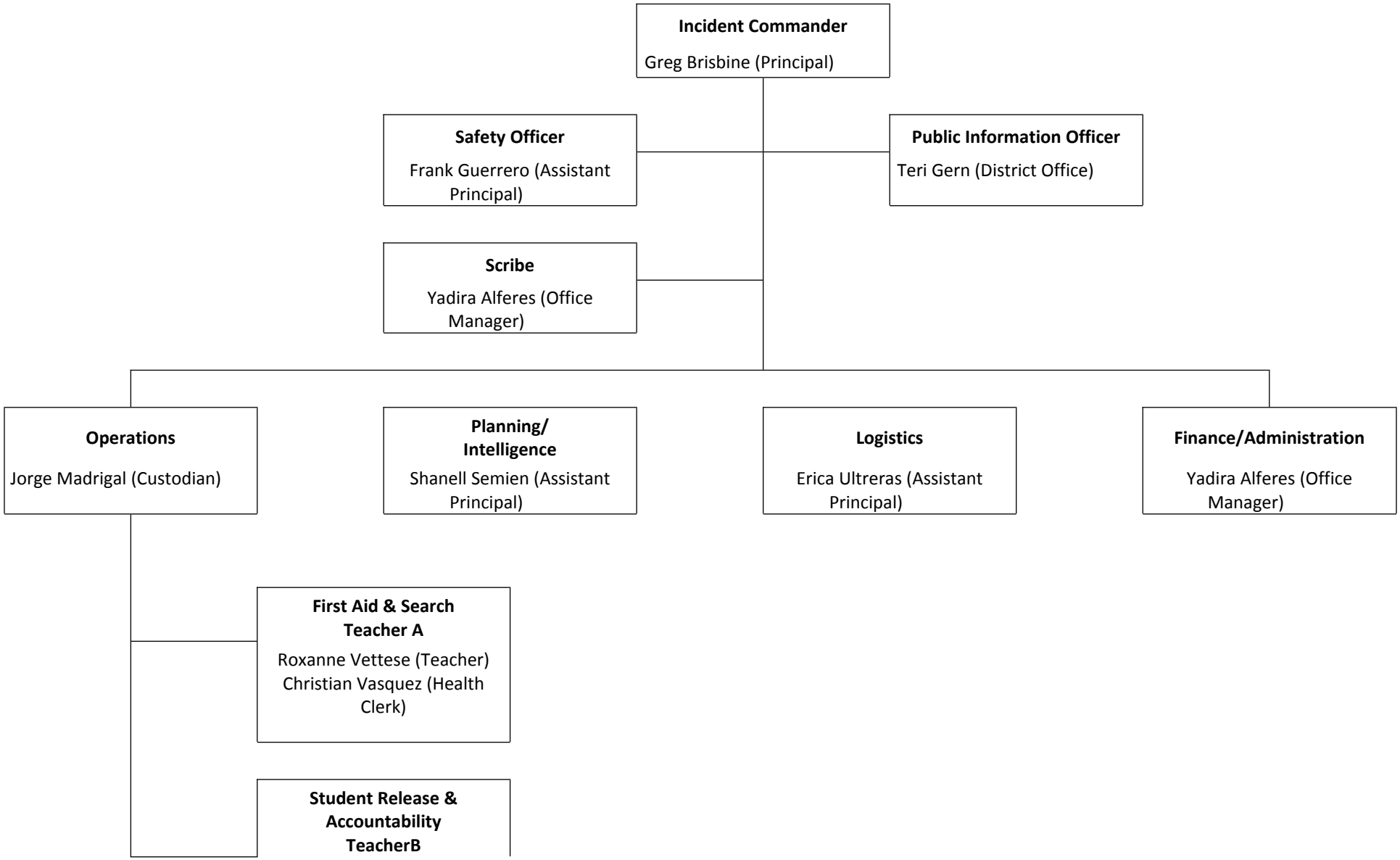
Utilities, Responders and Communication Resources

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



Jesusa Dickens (Attendance Tech)
Alma Burkhart (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 I 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 Distict. 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 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.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

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.

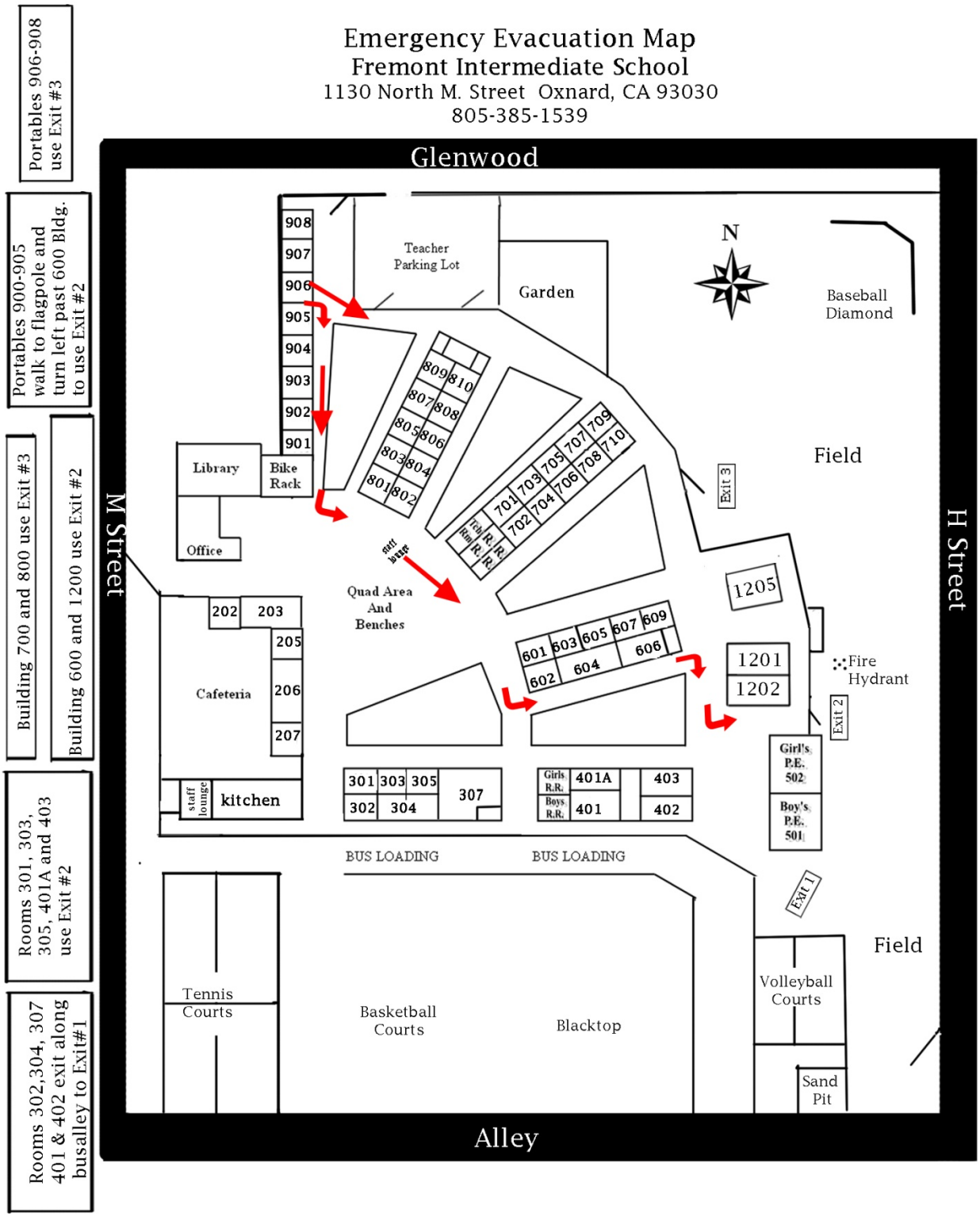
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Appendix A

Emergency Evacuation Map
Fremont Intermediate School
1130 North M. Street Oxnard, CA 93030
805-385-1539



Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School: Norma Harrington Elementary School

CDS Code: 56725386055297

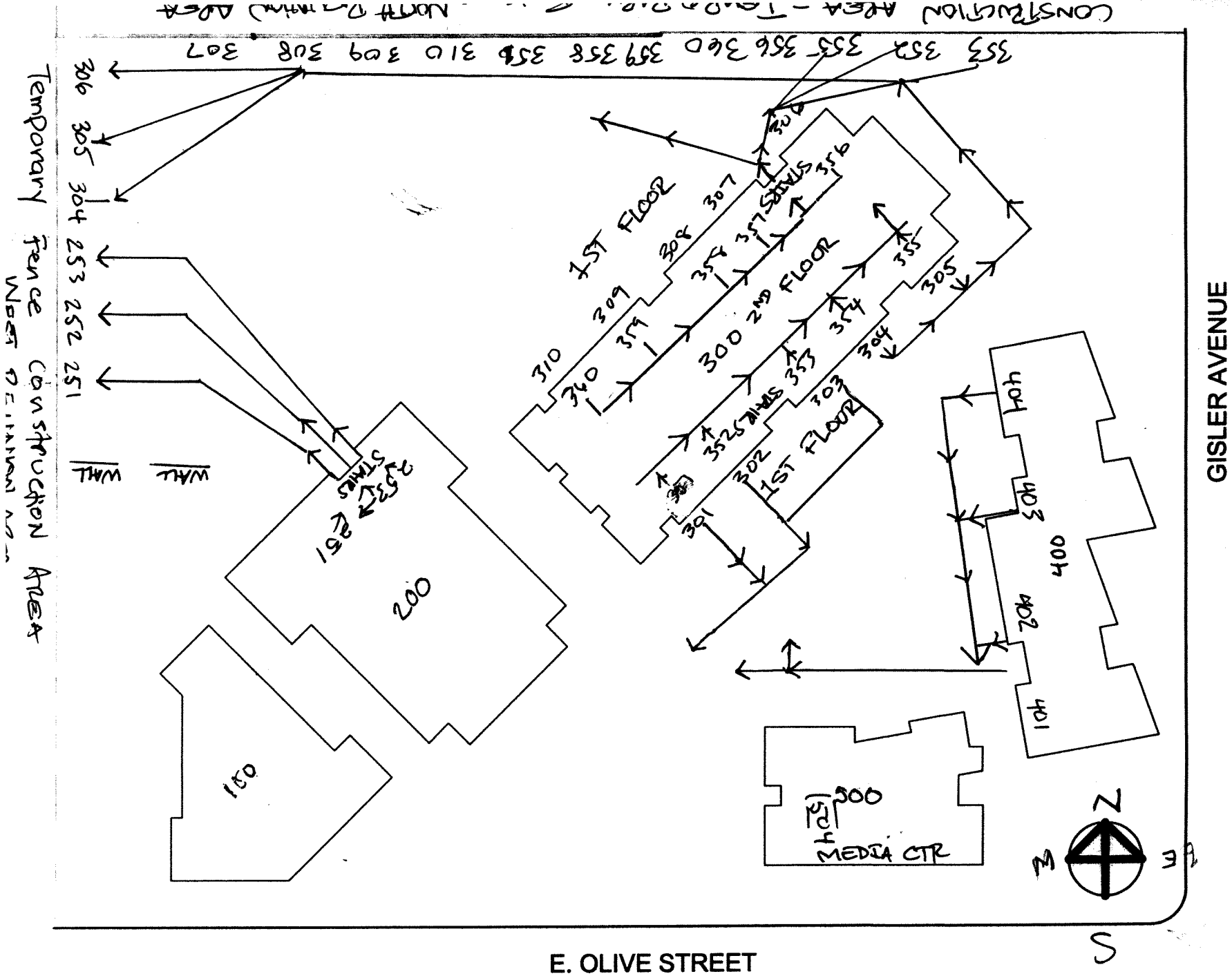
District: Oxnard School District

Address: 451 E. Olive St.
Oxnard, California, 93033

Date of Adoption: September 2015

Approved by:

Name	Title	Signature	Date
Luis H. Ramirez	Principal		2/3/16
Cristina Sanchez	Office Manager	Cristina Sanchez	
Hannah Estrada	School Resource Officer		2/3/16
Julie Rivera-Moreno	Teacher	Rivera-Moreno	2/3/16
Pat Oropeza	Teacher		2/4/16
Kimi Walrod-Soto	Safety Chair		2/4/16
Hugo Hernandez	Lead Custodian		2/4/16
Carol Miller	Teacher		2/4/16
Amanda Dempsey	Teacher	Amanda Dempsey	2/4/16



HARRINGTON ELEMENTARY SCHOOL

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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 I, 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 Norma 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. At Norma Harrington we strive to create a safe and positive environment that supports learning by practicing Restorative Discipline both in the classroom and during unstructured time.

Components of the Comprehensive School Safety Plan (EC 32281)

Norma Harrington Elementary School Safety Committee
Luis H. Ramirez, 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

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 directied 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has “latitude of choice within certain legal bounds.” When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent

possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students will be held to the Harrington School Dress Policy. Students who violate the dress policy wll 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 of the school.
- 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, especially on Olive St. 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:
Positive School Climate

Element:
School wide positive behavior support

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, grade level minutes
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 Leadeship Team	Calendar
Students will be encouraged to participate in community events.(speech, art, athletics etc.)	Will distrbute 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:
Safe School Environment

Opportunity for Improvement:
Site based Response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Will assure that the campus is secure on a daily basis. Open campus has key points that need constant supervision.	Campus assistants will be assigned to gates during arrival and dismissal. Counsel/Train staff to use proactive supervision and visibility as a deterrent.	Alignment of budget to add more supervision and training.	Principal, Office Manager	Observation/Incident Reports
Will have the custodian walk the campus every morning to notice and report hazardous conditions.	Submit work orders to clerk as needed	D.O Support	Custodian	Observation/Work Orders
Will continue to request that visitors on campus sign-in in the front office.	Have sign in available in front office.		Office Manager	Sign in sheets

Component:
Disaster Preparedness

Element:
School Safety

Opportunity for Improvement:
Site based responses (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Will have monthly drills to build staff and students resiliency.(fire, earthquake, lock down)	Schedule drills, coordinate with SRO when appropriate. Train teachers in-charge on fire drills, lock down and incident command protocols.	Site, OPD, D.O	Principal, Office Manager Designee	Calendar, bulletin/debrief, Teacher feedback
Ensure plan is reviewed and adjusted as needed	Provide opportunities to have plan reviewed by stake holders	School Site	Principal, SSC	Minutes from meetings, feedback from teachers and parent groups such as ELAC, PTA, OPD

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Norma Harrington Elementary School Student Conduct Code
PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

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
The goal of the teaching and support staff of Norma Harrington E.S. is to establish a system based on discipline and not punishment; this will be accomplished through Restorative Justice and Cultural Proficiency training. Our goal is to change behavior and establish a sense of community for our students and staff.

(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

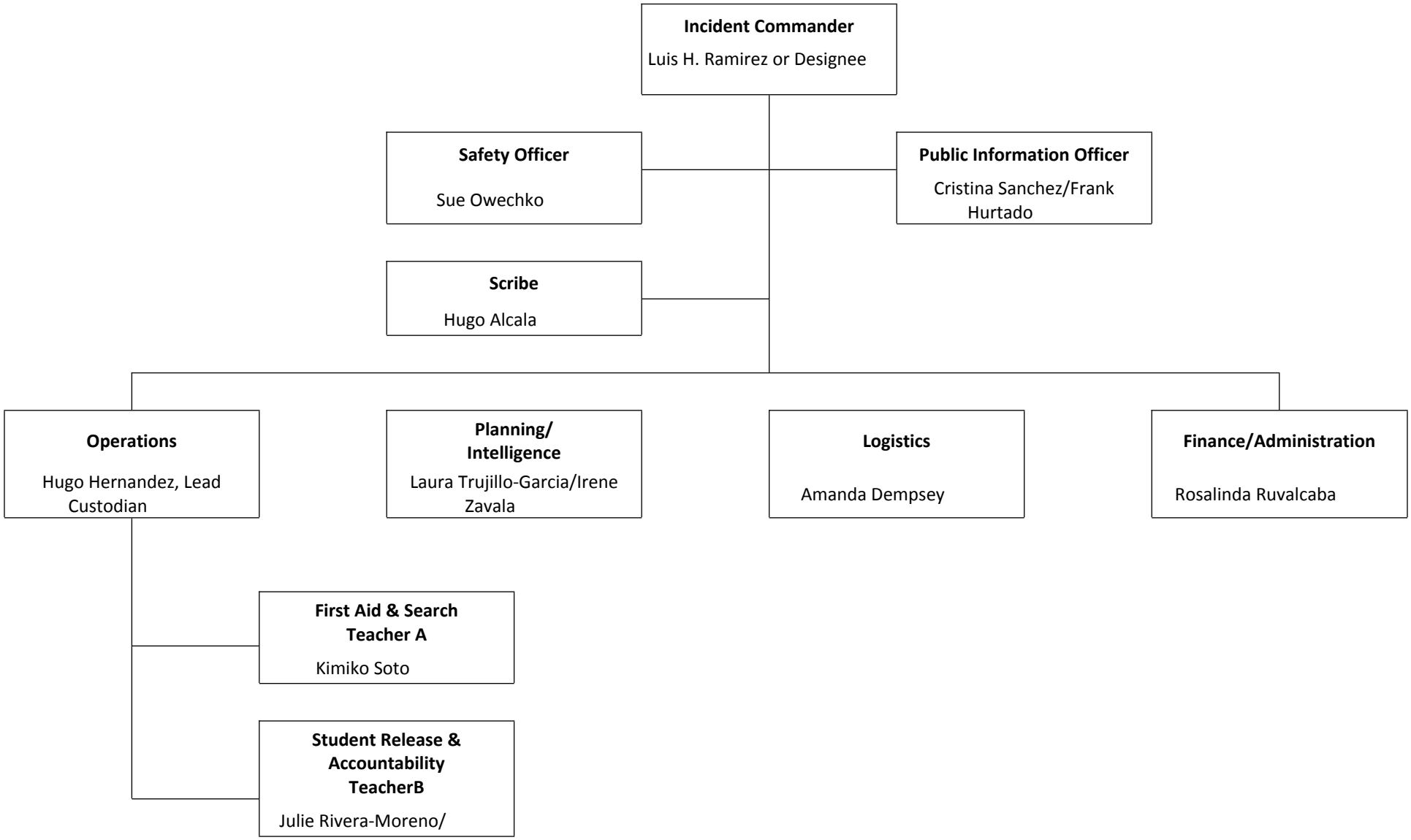
Utilities, Responders and Communication Resources

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 regulary scheduled meeting. January/February review plan with Leadership Team, Safety Committee and School Site Council. Update plan by March of each year.	January 2016	Walked new campus with OPD SRO to receive input and guidance. Safety committee reviewed and offered feedback to plan. School Site Council provided input.
Chat with the Principal	January 2016	Principal, Superintendent met with parents to discuss security issues with new campus and roles of additional campus assistants.

Norma 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 I 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 Distict. 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 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.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.

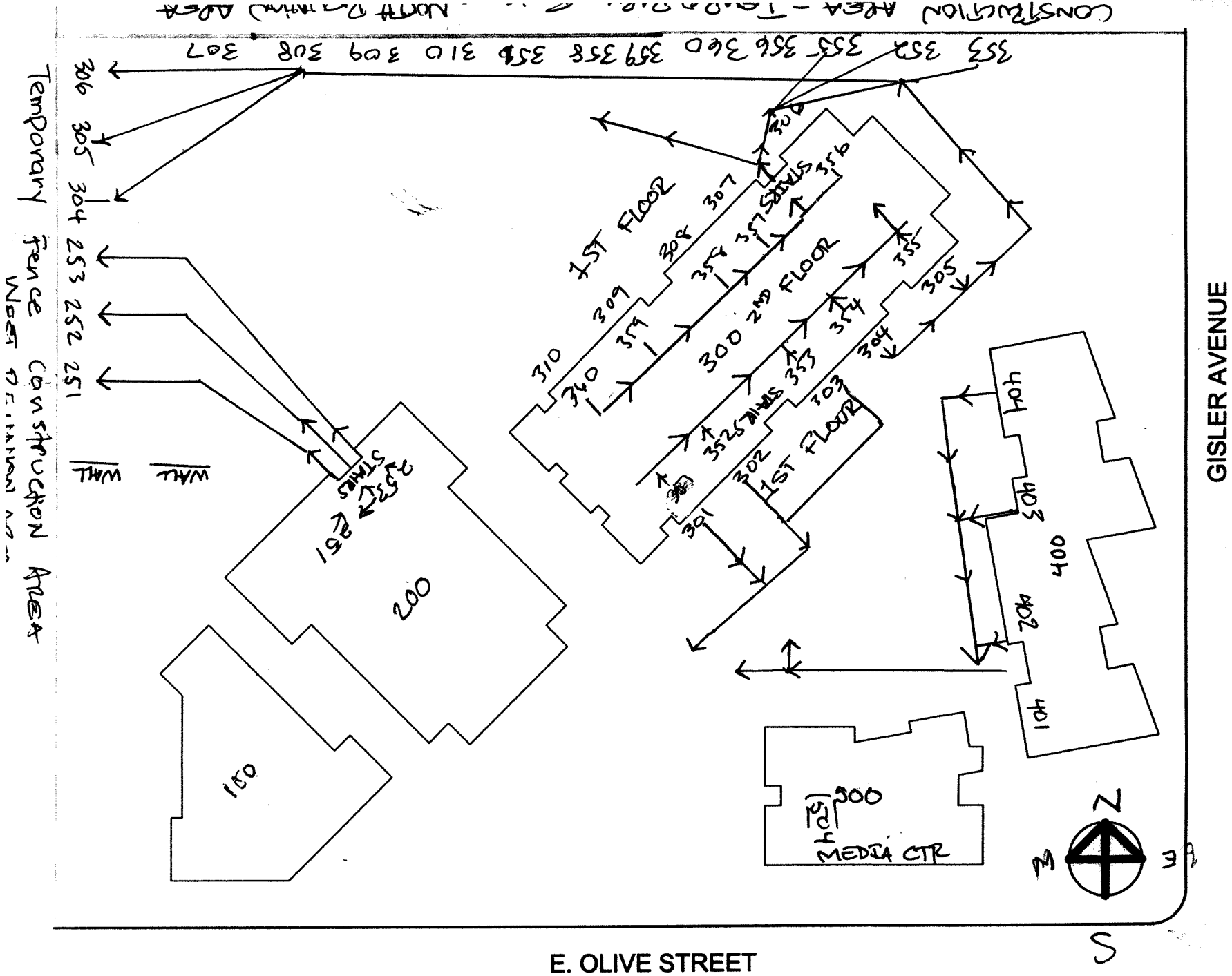
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.

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



HARRINGTON ELEMENTARY SCHOOL

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
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:	February 17, 2016

Approved by:

Name	Title	Signature	Date
Dr. Edd Bond	Principal		2-3-16
Yvette Stein	Assistant Principal		2-4-16
Jona Moorghen	Assistant Principal		2-4-16
Officer John Mora	School Resource Officer		2-3-16
Suzanne Dempsey	OEA Representative		02/04/2016
Monica Garcia-Napoles	OSSA Representative		2/4/2016
Efrain Cazares	CSEA Representative		2/04/16
Mayra Quezada	Interim Office Manager		2/3/16
Erika Alstot	Teacher		2/3/16
Eric Steiner	Teacher		2/4/16

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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 I, 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, Principal
Yvette Stein, Assistant Principal
Jona Moorghen, Assistant Principal
Eric Steiner, Teacher
Erica Alstot, Teacher
Suzanne Dempsey, Teacher
Robert Barajas, Lead Custodian
Ofc. John Mora, School Resource Officer

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.

Additional campus assistants have been hired. Site level and district training has been provided to these individuals.

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 relevenat parent groups. Once the input has been obtained, a system of communciation goes into efect 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 recieves. 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

Procedures are in place to allow a public agency, includingthe American Red Cross, to use school buildings, grounds, andequipment for mass care and welfare shelters during disasters orother emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency infurnishing 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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (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 earings, gauges, piercings that are on or near the mouth, nose, cheeks, or eyebrows, etc.).

10. Students may not wear clothing or hairstyles that will be disruptive to the educational process.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)
SCHOOL HOURS

The student day is from 8:45 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, Stein, Moorghen 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 advisory		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, Ramirez, 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		Stein, 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

Component:
Disaster Preparedness

Element:
School Safety

Opportunity for Improvement:
Site based response

Objectives	Action Steps	Resources	Lead Person	Evaluation
School site personnel should be prepared for various disasters	Conduct professional development regarding actions to be taken during a disaster	None required	Adminstration	Ongoing
School site personnel should be aware of their role in the school safety plan	Conduct drills and training in disaster preparation	None required	Administration	Lock down drill feedback forms 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 is 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).

Conduct Code Procedures
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 safety plan will be reviewed annually to determine if changes need to be made.

The safety committee will meet monthly and discuss any safety concerns to determine if changes need to be made prior to the annual review.

If the safety plan needs to be amended prior to the annual review, the safety committee will create an amendment to be attached to the safety plan.

The effectiveness of the safety plan will be evaluated via a variety of data. These data include police reports, suspension and expulsion data, William's facilities inspections, UCP reports, injury reports, etc.

Safety Plan Appendices

Emergency Contact Numbers

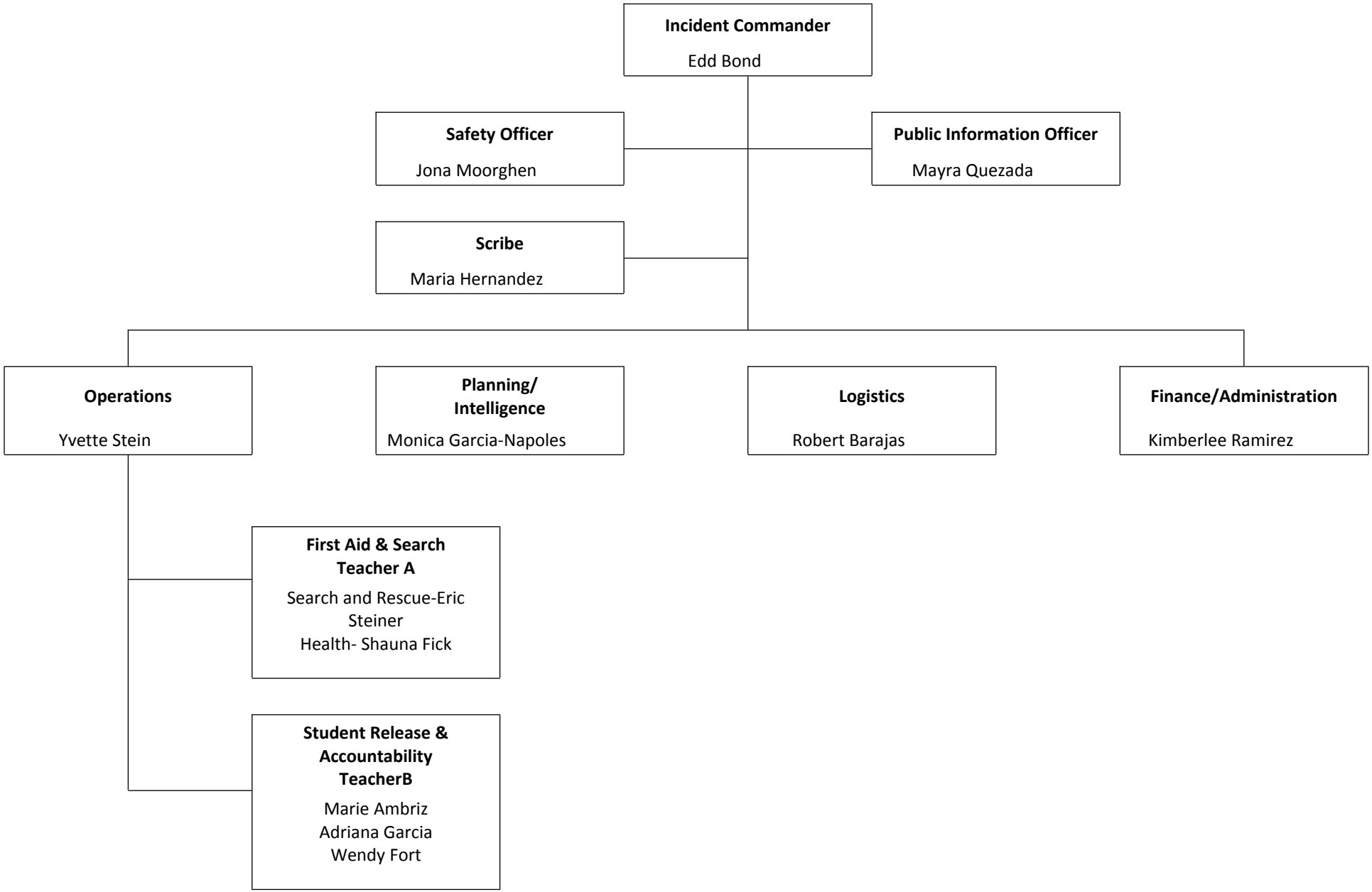
Utilities, Responders and Communication Resources

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.	August 17, 2015 2:00 - 3:00pm	Review of District Emergency Operations Plan Oxnard School District Board Room • District provided training on implementaion of District and Site Emergency Operation Plan and Procedures.
Site Adminstration Team Meeting	January 19, 2016 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	January 25, 2016 3:15 - 5:00 pm	Review of Comprehensive Safety Plan Recommendations made.
ELAC	December 9, 2015 6:00 - 7:30 pm	Review of Safety Plan. Recommendations made.
School Site Council	December 9, 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 I 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 Distict. 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 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.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

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.

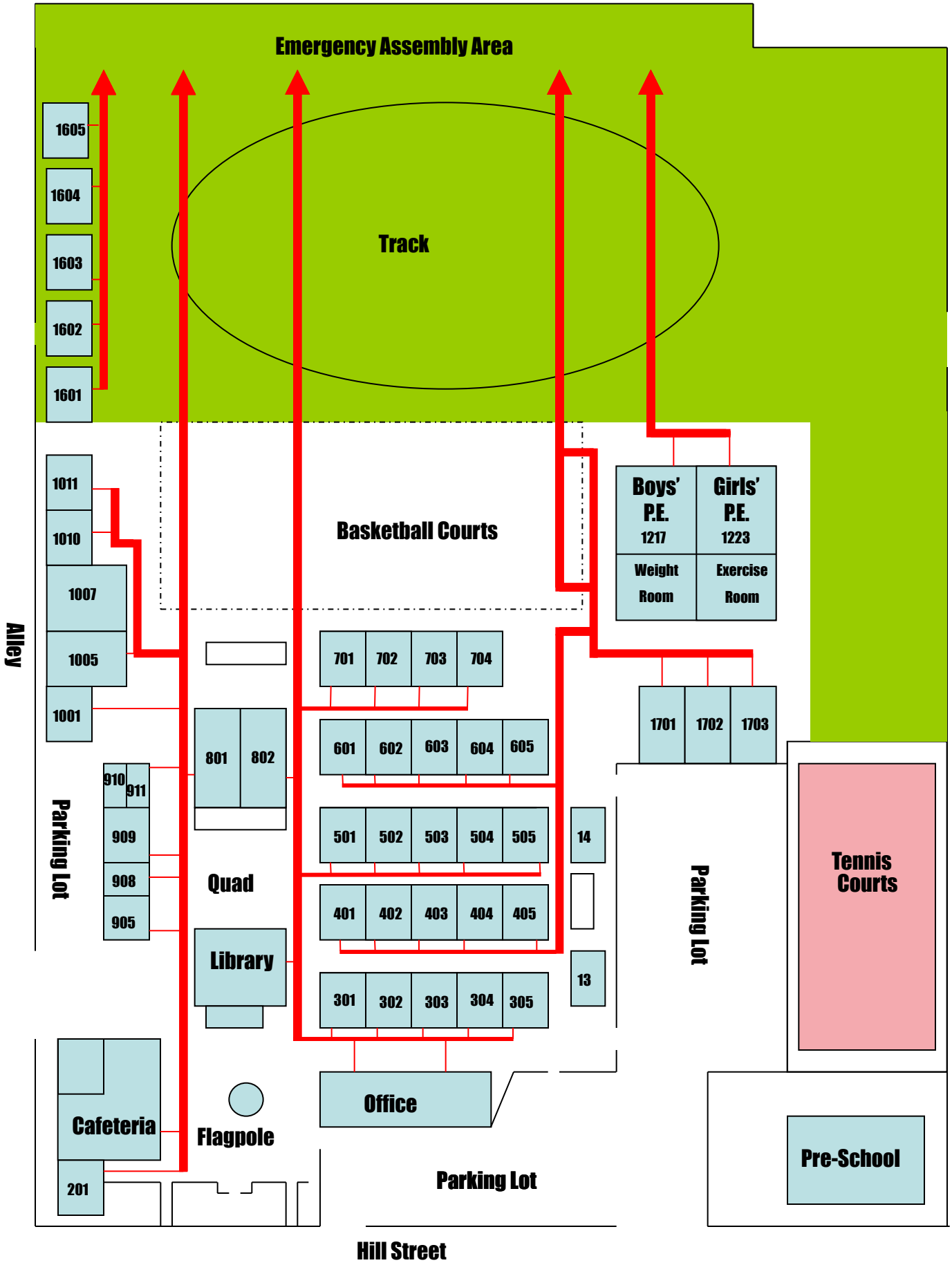
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.

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
Track
1605
1604
1603
1602
1601
Basketball Courts
Boys' P.E. 1217
Girls' P.E. 1223
Weight Room
Exercise Room
1011
1010
1007
1005
1001
Alley
701
702
703
704
1701
1702
1703
801
802
601
602
603
604
605
910
911
909
908
905
Parking Lot
501
502
503
504
505
14
Quad
401
402
403
404
405
Library
13
301
302
303
304
305
Tennis Courts
Parking Lot
Cafeteria
Flagpole
Office
Pre-School
201
Parking Lot
Hill Street

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-16
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: February, 17, 2016

Approved by:

Name	Title	Signature	Date
Christine McDaniels	Principal		2.2.16
Greta Cuilty	Assistant Principal		2-2-16
Mario Torres	Resource Specialist		2-2-16
Nidia Mejia	Jr. High Math Teacher	2/3/16	2/2/16
David Carter	Jr. High P.E. Teacher		2/2/16
Brennan Pope	TOSA Academic Coach		2-3-16
Officer John Mora	OPD SRO		2-2-16

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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 I, 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
Greta Cuilty, Assistant Principal
Rosario Villalpando, Assistant Principal
Mario Torres, Resource Specialist
Nidia Mejia, Jr. High Math Teacher
David Carter, Jr. High P.E. Teacher
Brennan Pope, TOSA Academic Coach
Wendy Marinez, School Counselor
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. Safety committee met and discussed procedures to follow by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)
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 be listed on student emergency card and must show I.D. to pick up students from school.
Lead Cusodian 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.
Monthly drills are conducted for one or more of the following: Fire, Lockdown, Evacuation, and Earthquake.
Administrator, Lead Custodian, and Safety Committee review safety plan after each drill and make necessary recommendations and changes.
Staff and administrators are continuously supervising and monitoring school campus throughout the school day to ensure safety.
Kindergarten, 1st, 7th and 8th grade students are escorted by a campus supervisor or staff member to and from office at any time during the day.
Annual inventory of emergency equipment, classroom backpacks and buckets, is conducted by Safety Committee. Supplies are replaced 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

Procedures are in place to allow a public agency, includingthe American Red Cross, to use school buildings, grounds, andequipment for mass care and welfare shelters during disasters orother emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency infurnishing 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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
DRESS CODE:

All students at (school name) will be held to the (school name) dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (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.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies:

Garments shall be sufficient to appropriately conceal undergarments at all times. (See through fabrics, halter tops, shoulder/low cut tops, short skirts or shorts shorter than mid-thigh and bare midriffs are prohibited.)
Articles of clothing, jewelry, accessories, and other personal items, shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, which bear drug alcohol or tobacco advertising, which advocate racial ethnic, religious prejudice or are affiliated with gangs.
Metal accessories and jewelry that present a hazard to the health and safety are prohibited.
Oversized clothing is inappropriate and must not create a safety hazard during physical activity.
Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.
Exceptions to dress code can only be made for medical, health reasons, and/or religious beliefs.

Dress code observes the following specifications:

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. Wearing of jeans or pants with rips in fabric must be worn with tights underneath.
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. Wearing of hoods from jackets or hoodies are prohibited on school grounds, except at discretion of administrators.
9. Wearing of spike earrings are prohibited.

(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 (8:05 a.m.).
Kamala and San MAll 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 San Miguel staff will meet buses to ensure students' safety when entering building.
Kamala and San Miguel are closed campuses. After second bell, campus supervisor and staff will assure all gates that lead in to campus are locked, with exception of front gate that leads to main 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.
During egress, San Miguel staff will escort students to buses and to parent pick up areas to ensure safe egress.
Kamala and San Miguel are closed campuses. On minimum days, kindergarten students will be signed out by parents in the cafeteria, under supervision of teachers, administrator, and campus assistants. Parents, or other authorized adult per emergency card, must show ID before signing out kindergarten students.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
School's Safe Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:
Site-based response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Regular safety drills for Kamala 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.	Principal SRO Safety Plan San Miguel representative	Principal	Safe School Plan Update
Continue to review facilities annual inspection to ensure safe egree and ingress	Hold inspection	Notes from inspections	Norma Magana Principal	Report from inspection.
Safe egress from San Miguel to Kamala during emeregency drills	Monitor the egress during safety drills.	Campus supervisor schedule Gate assignment schedule	Principal Vice-Principal	Safety Form
Collaboration with the all Pre-schools at San Miguel 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 safery procedures at San Miguel. (Have gates locked at all times.)	Notes from meetings	Director of Pupil Services	Minutes of meetings
Campus Supervisor meetings to review safety procedures, concerns, and best practices	Monthy meetings	Meeting agendas Campus Supervisor playground reports	Principal Assistant Principals	Notes from meetings
Office Staff meetings to review protocols for student release	Monthly meetings	Agendas for meetings	Principal Assistant Principals	Notes from meetings

Component:

Disaster Preparedness

Element:
School Safety

Opportunity for Improvement:
Site-based response (see examples below)

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 and emergency backpacks.	A storage bin on each site Emergency supplies including first aide, search and rescue, food and water and medical supplies for special needs	Principal	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 monthy 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
Improve safety preparedness procedures	Use feedback data from disaster drills to reflect upon and improve emergency response procedures with Safety Committee.	Class rosters collected from disaster drills. Notes from safety meetings.	Assistant Principal	Feedback from disaster drills.

Component:
Positive School Climate

Element:
School-wide Positive Behavior Support

Opportunity for Improvement:
Site-based response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Anti-Bullying awareness for all students and staff.	School counselor to give anti-bullying presentations to classes as needed or requested.	School Counselor Anti-Bullying Program Matrials	School Counselor Assistant Principal School Counselor	Ongoing. (Behavior reports) Feedback from teachers. parents and students.
SRO Anti-Bullying/ Social Media Presentation	SRO to present to 6th-8th Grade Classes	SRO School Counselor Assistant Principals	SRO	Ongoing
Positive Behavior Support Committee	Meet regularly with committee members to address behavior concerns or needs, and support CHAMPS implementation.	Committee members (teachers) Assistant Principals	Assistant Principal	Ongoing. Behavior reports.
CHAMPS positive discipline curriculum: Review implementation at Leadership meetings, with grade-level teacher representatives.	Review grade-level and school-wide implementation at Leadership, grade-level, and staff meetings.	Notes from Leadership, grade-level, and staff meetings. Behavior reports.	Principal Assistant Principals Grade-Level teacher representatives School Counselor	Ongoing. Behavior reports. Feedback from staff. Notes from leadership, grade-level, and staff meetings.
Positive School Climate	Implement CHAMPS behavior program. Assure all teachers are trained in CHAMPS. Cover CHAMPS at meetings with campus supervisors and other staff.	Notes from campus supervisor meetings. CHAMPS materials/handbook.	Principal Assistant Principals	Notes from meetings Behavior reports

(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.

These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

We want our students to develop a sense of values and to become:
Caring
Honest
Responsible
Well mannered and courteous
Respectful

Knowledgeable of right and wrong
Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS
We believe our rules and procedures will:
Provide a starting point for behavior and conduct expected.
Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
Promote overall school safety and security for each student.
Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.
Provide a framework that helps students begin a course for career and college readiness.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students
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 is such a way that it does not disrupt the learning of others.
Respect public and private property.
Make best effort at all times.

Expectations for Parents
Assure that your child is in school and on time each day.
Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
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.
Utilize opportunities for tutoring and extra help for your child.
Utilize resources and support offered to promote student achievement.

Expectation for Teachers
Provide learning experiences appropriate for each student.
Consistently enforce classroom rules and district rules and policies.
Communicate on a regular basis with parents concerning their child's progress.
Be available to parents for conference.
Continually improve professional competencies in matters of student control and discipline.
Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators
Inform students and parents about school district discipline standards.
Consistently monitor classroom, school and district rules and policies.
Counsel with students and parents regarding disciplinary matters.
Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:
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;
Making threats of physical or psychological harm to students or staff.
Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
Habitual tardiness/truancy;
Forging parents' signatures or school documents (CAC 306).

Conduct Code Procedures

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. These include: Tiger Eyes tickets for Kindergarten to 5th grade, to be entered in monthly drawings for prizes at award assemblies; Front-of-the-Line Passes for 6th-8th grade, to be redeemed at lunchtime; Popsicle Flyers, for Kindergarten-6th grade classes, for observing rules while lining up; Pizza Parties for perfect attendance.

(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

Each September, plan is reviewed with staff. Plan is reviewed at each safety committee at each Safety Committee meeting. In January, plan is reviewed with Leadership Team, Safety Committee, and School Site Council. Plan is updated by February of each year. Plan is then shared with staff and parents.

Safety Plan Appendices

Emergency Contact Numbers

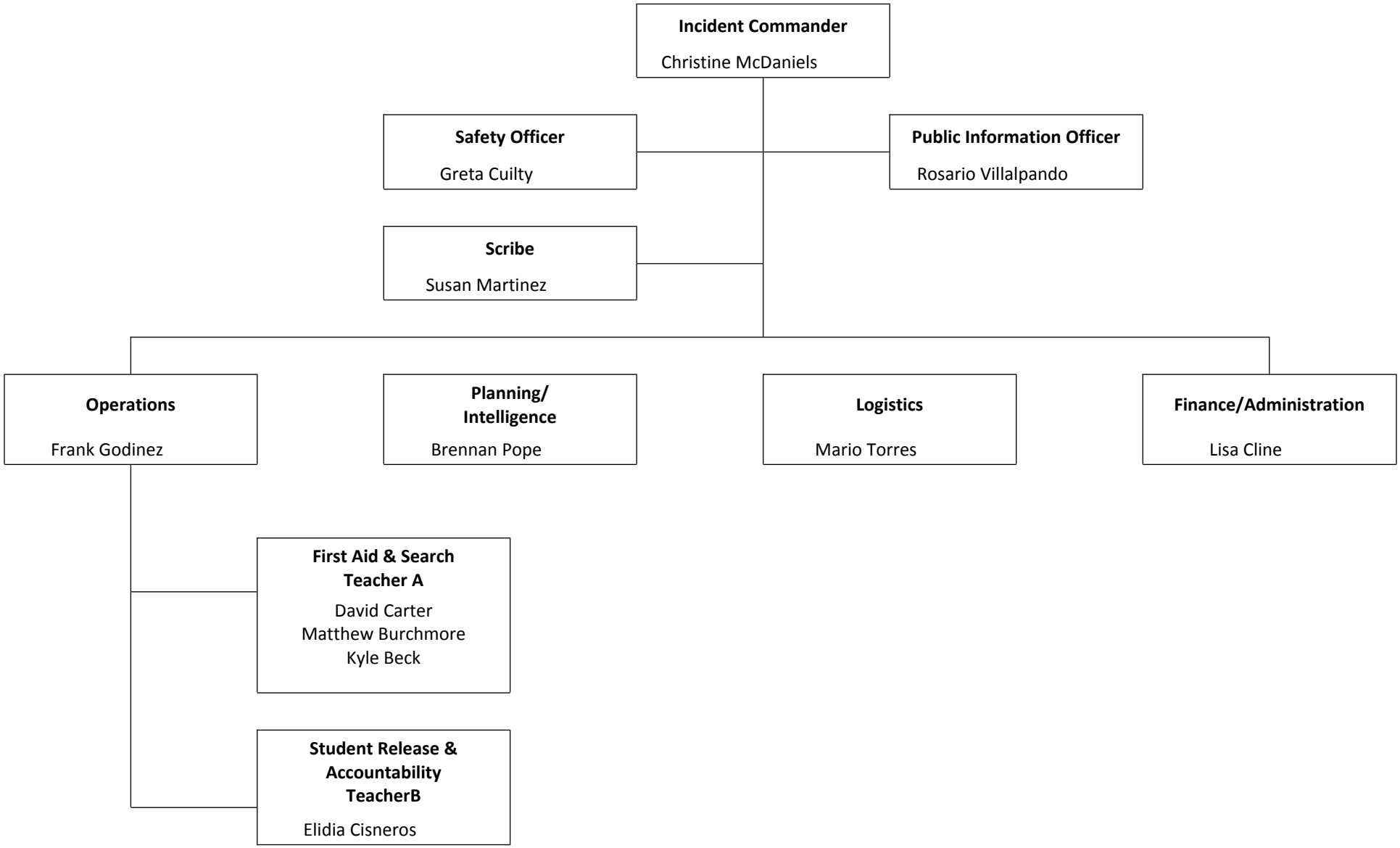
Utilities, Responders and Communication Resources

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 I 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 Distict. 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 posible, 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 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. 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.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
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.

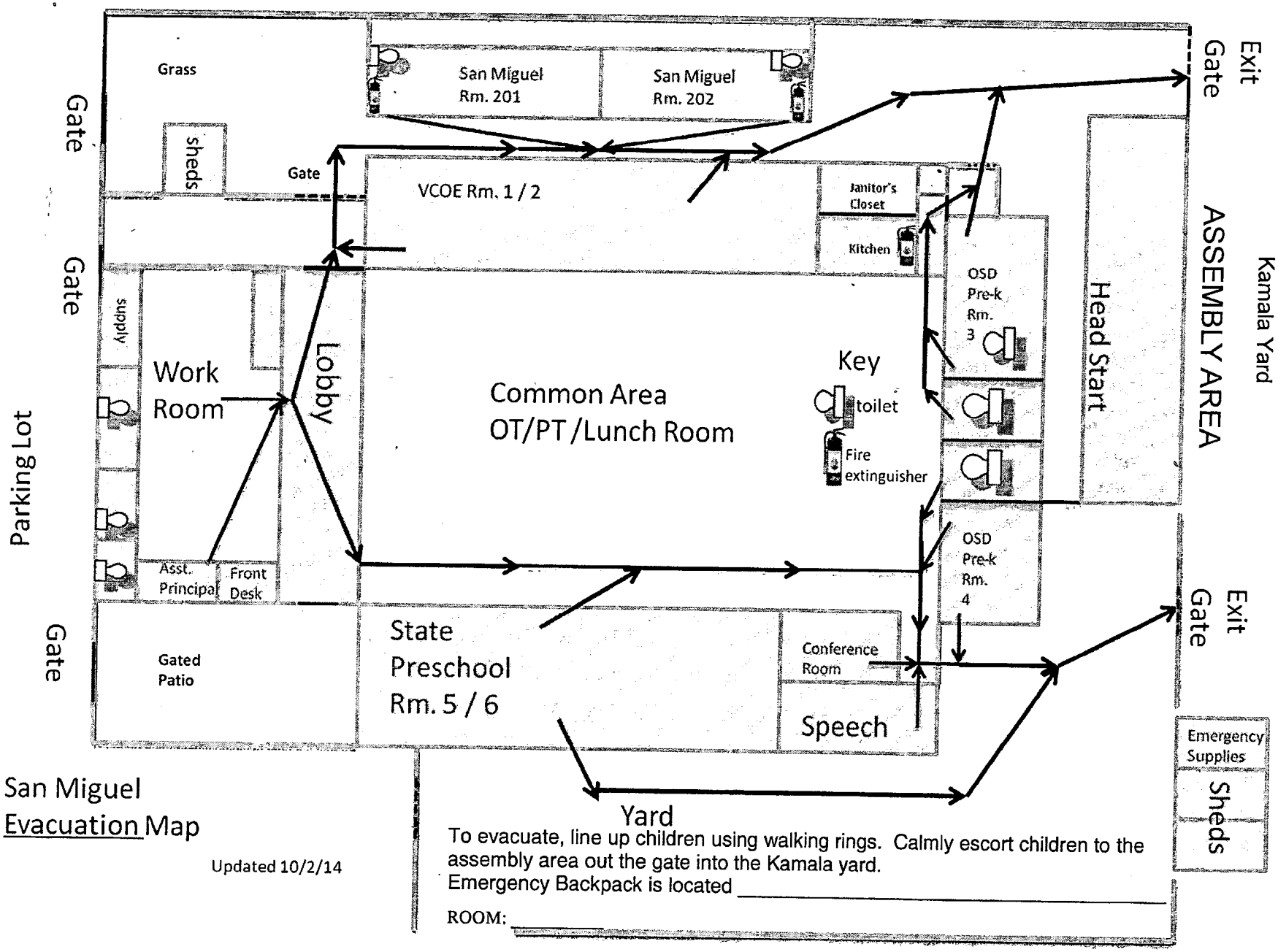
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.

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



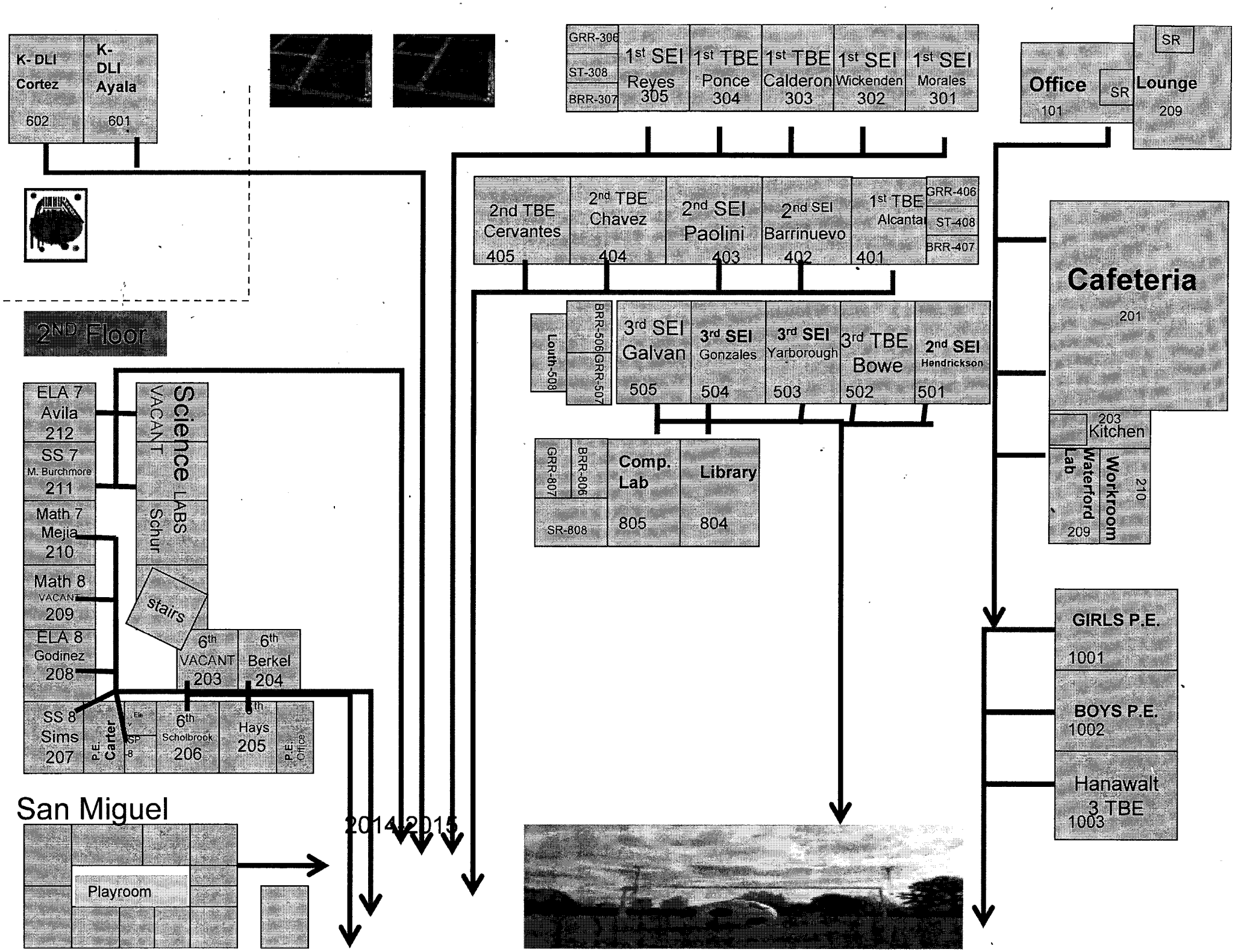
San Miguel
Evacuation Map

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: _____


K- DLI Cortez 602
K- DLI Ayala 601
GRR-306
ST-308
BRR-307
1st SEI Reyes 305
1st TBE Ponce 304
1st TBE Calderon 303
1st SEI Wickenden 302
1st SEI Morales 301
Office 101
SR
Lounge 209
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
Cafeteria 201
2ND Floor
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
203 Kitchen
ELA 7 Avila 212
SS 7 M. Burchmore 211
Math 7 Mejia 210
Math 8 VACANT 209
ELA 8 Godinez 208
SS 8 Sims 207
Science LABS
VACANT
Schur
stairs
6th VACANT 203
6th Berkel 204
6th Scholbrook 206
Hays 205
P.E. Carter
P.E. Office
GRR-807
BRR-806
SR-808
Comp. Lab 805
Library 804
Waterford Lab 209
Workroom 210
GIRLS P.E. 1001
BOYS P.E. 1002
Hanawalt 3 TBE 1003
San Miguel
Playroom
2014-2015

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School:	Lemonwood K-8 School
CDS Code:	56725386100333
District:	Oxnard School District
Address:	2200 Carnegie Court Oxnard, California 93033
Date of Adoption:	TBD

Approved by:

Name	Title	Signature	Date
Maria Prado	Teacher, Safety Committee	Maria Prado	
Michelle Robledo-Canchola	Teacher, Safety Committee		2/2/16
Gloria Morgan	Teacher, Safety Committee	Gloria Morgan	2/2/16
Jesus Cahue	School Site Council President		2/2/16
Hannah Estrada	School Resource Officer		2/3/16
Bethany Moore	Assistant Principal		2/2/16
Ramona Villavicencio	Principal		2/2/16

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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 I, 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
Maria Prado, Teacher
Michelle Robledo-Canchola, Teacher
Gloria Morgan, Teacher
Jesus Cahue, Teacher and School Site Council President
Hannah Estrada, School Resource Officer, OPD
Bethany Moore, Assistant Principal
Ramona Villavicencio, Principal

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 principals conduct monthly inspections and follow-up with appropriate paperwork as needed. Administration, teachers, and campus supervisors monitor the morning drop-off and afternoon dismissal . Risk management from the district office conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made. Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office. The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

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 gates 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. In addition, gates are monitored by staff at all times by staff when open during arrival and dismissal times.

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. Students are also expected to follow CHAMPS behavior procedure as it is implemented school-wide.

(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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

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)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process

All students at Lemonwood K-8 School will be held to the Lemonwood K-8 School dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

Students must observe a dress code that is in good taste of grooming, hygiene, and wearing clothing that meets acceptable standards of safety.

1. Shoes must be worn at all times. Thongs or backless shoes or sandals are not acceptable. Shoes with heels are not allowed on campus.

2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.

3. Hats, caps and other head coverings shall not be worn indoors.

4. Students must not wear clothing or accessories (baseball caps) that refer to drugs, alcohol, tobacco, gang affiliations (i.e. sports teams, high socks, etc.), sex, violence or profanity.

5. Clothes shall be sufficient to conceal undergarments at all times. In addition, undergarments should be appropriate to support physical development. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.

6. Gym shorts may not be worn in classes other than during physical education.

7. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet. Hair must not be cut in a style that distracts others from instruction, is "suggestive" has graphics of alcohol, drugs, or gang affiliations (Dallas Cowboys, Oakland Raiders, San Diego Chargers, White Sox, Dodgers, etc.).

8. Pants need to sit at the waist and the seat of pants cannot sag.

9. Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.

10. Metal accessories and jewelry that present a hazard to health and safety are prohibited.

11. Oversized clothing is inappropriate and must not create a safety hazard during physical activity.

12. Exceptions to dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

SCHOOL HOURS

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. Parents are not allowed to drop off and pick up in the staff parking lot.

- 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. The walk-in gate on Carnegie Court is open during the day.

- Dismissal of students in grades Kindergarten, 1, 2, and 3 will be dismissed from the Carnegie Court front gates by the flagpole. Students in grades 4, 5, 6, 7, and 8 will be dismissed from the San Mateo gate. 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 if needed. 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.

LEAVING EARLY

- Any adult picking up a student 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.

CLOSED CAMPUS

- Lemonwood K-8 School is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.

- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.

- All visitors to the campus must check in at the office, sign in and obtain a visitor’s pass/badge.

- The Carnegie Court gate leading to the office is open during the day for school business.

TARDY/LATE POLICY

School begins at 7:55 am for grades 6-8, and at 8:00 for grades K-5.

- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.

- A truant tardy will be marked when the student arrives 30 minutes or more after the school’s start time, without a valid excuse.

EXCUSED ABSENCES

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

TRUANCIES

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.

2. Leaving the school grounds during the day without permission.

3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Positive School Climate

Element:
School-wide Positive Behavior Support

Opportunity for Improvement:
Provide regular updates through meetings, power point presentations to staff, students, and parents regarding safety procedures and expectations on campus to improve maintain a positive school climate.
Continue to receive, relate and address all stakeholders' concerns.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Cultural Proficiency	• 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 climate and collaboration between school staff and parents.
Student Expectations	-Implementation of Positive Behavior Plan: Three Bs (Lessons), and CHAMPS Management Program	Counselor Outreach Consultant School Resource Officer (SRO)	Principal and Assistant Principals Leadership Team and Staff	Decrease the number of behavioral referrals and suspensions.
Discipline and Consequences	• Positive Behavior Plans/ Behavior Contracts • Academic and Behavior Expectation Assemblies	Counselor Outreach Consultant School Resource Officer (SRO)	Principal and Assistant Principals 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 Assistant Principals Staff	Yearly Comprehensive School Safety Plan update, drill record log forms.
Counselor provides students with social-emotional support and social skills to dealing with situations and conflict	• 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.
Big Brother Big Sister Mentors	Mentors through the organization BBBS will meet with our students to guide, encourage and motivate them to do better in school and make good choices in their lives.	Adviser, ORC Administration	Mentors, ORC and Administration	Mentors encourage our students to do well in school, to be enthusiastic about school, improve attendance, grades, do homework, less discipline referrals to the office, make better choice.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Student Council	Student leaders 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 a home. Families are given resources to perform the activities at home.
School-wide Progressive Behavior Plan	The plan will outline students' s academic and behavior expectations.	Committee, staff and all teachers Administration	Committee and Administration	Teachers and school staff will be familiar with an outline to students' academic and behavior expectations. The plan will also delineate consequences for not following the plan. Parents and students will be informed of this plan, and sign a compact accepting the guidelines for the expectations outlined.

Component:
School Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:
Provide regular updates through meetings, power point presentations to staff, students, and parents regarding safety procedures and expectations on campus.
Continue to receive, relate and address all stakeholders' concerns.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Supervision through the campus near areas of concerns	More supervsion during recess and lunch breaks	Staff Campus/playground supervisors (9) custodians	Principal and Assistant Principals	Decrease the number of accidental injuries Decrease the number of student to student injuries
Dropping off and Picking up students	• 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 Assistant Principals	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	• Create a path for students to enter and exit the campus safely and oderly • 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 Assistant Principals	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:
School Safety

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 Principals 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 Principals 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 Principals Safety Committee	Inventory of supplies ordered for emergency backpacks
Keep inventory of emergency supplies ready for use in emergency storage bins	Assistant Principals check the emergency supplies and materials inventory in the emergency bins and replenishes any expired supplies and materials.	Assistant Principal Safety Committee ORC SRO	Principal and Assistant Principals Safety Committee	Inventory of supplies ordered for the emergency storage bins
Keep door magnets in use throughout the school year to give classrooms the ability to quickly lock down in an emergency	Assistant Principals check and make sure that door magnets are consistently used in every classroom.	Assistant Principals Safety Committee Staff	Principal and Assistant Principals Safety Committee Teachers and Staff	Inventory of door magnets

(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 is such a way that it does not disrupt the learning of others.
Respect public and private property.

Expectations for Parents
Assure that your child is in school and on time each day.
Assure that your child is appropriately prepared for school (dress, nutrition, hygiene, sleep, and charged iPad.)
Be responsible for the pupil's behavior.
Teach the pupil respect for the law and the rights of others.
Visit your school periodically and participate in conferences as called.
Know the district, school and classroom rules and regulations and be supportive of your school.
Help your child to learn self-discipline.

Expectation for Teachers
Provide learning experiences appropriate for each student.
Consistently enforce classroom rules and district rules and policies.
Communicate on a regular basis with parents concerning their child's progress.
Be available to parents for conference.
Continually improve professional competencies in matters of student control and discipline.
Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.
Maintain positive rapport and professionalism with all students, parents, and staff.

Expectations for Administrators
Inform students and parents about school district discipline standards.
Consistently monitor classroom, school and district rules and policies.
Counsel with students and parents regarding disciplinary matters.
Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules: Live by 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, including their personal space.
Complete all assignments on time.
Follow other rules which may be adopted in individual classrooms.

Students May Be Disciplined for the Following Reasons:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

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.

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.
4. Committing or attempting to commit a sexual assault.
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;
Bringing or in possession of permanent markers at school.
Using electronic devices during times when use is not allowed or to cause a disturbance
Not adhering to the school dress code;
Making bomb threats or false fire alarms;
Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
Habitual tardiness/truancy;
Forging parents' signatures or school documents (CAC 306).

Consequences
After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements
Incentives are used to promote exemplary student conduct such as reward activities, etc.

Conduct Code Procedures
Consequences
After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements
Incentives are used to promote exemplary student conduct such as reward activities, etc.

(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 every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the SSC, and updated on March 1st.

Safety Plan Appendices

Emergency Contact Numbers

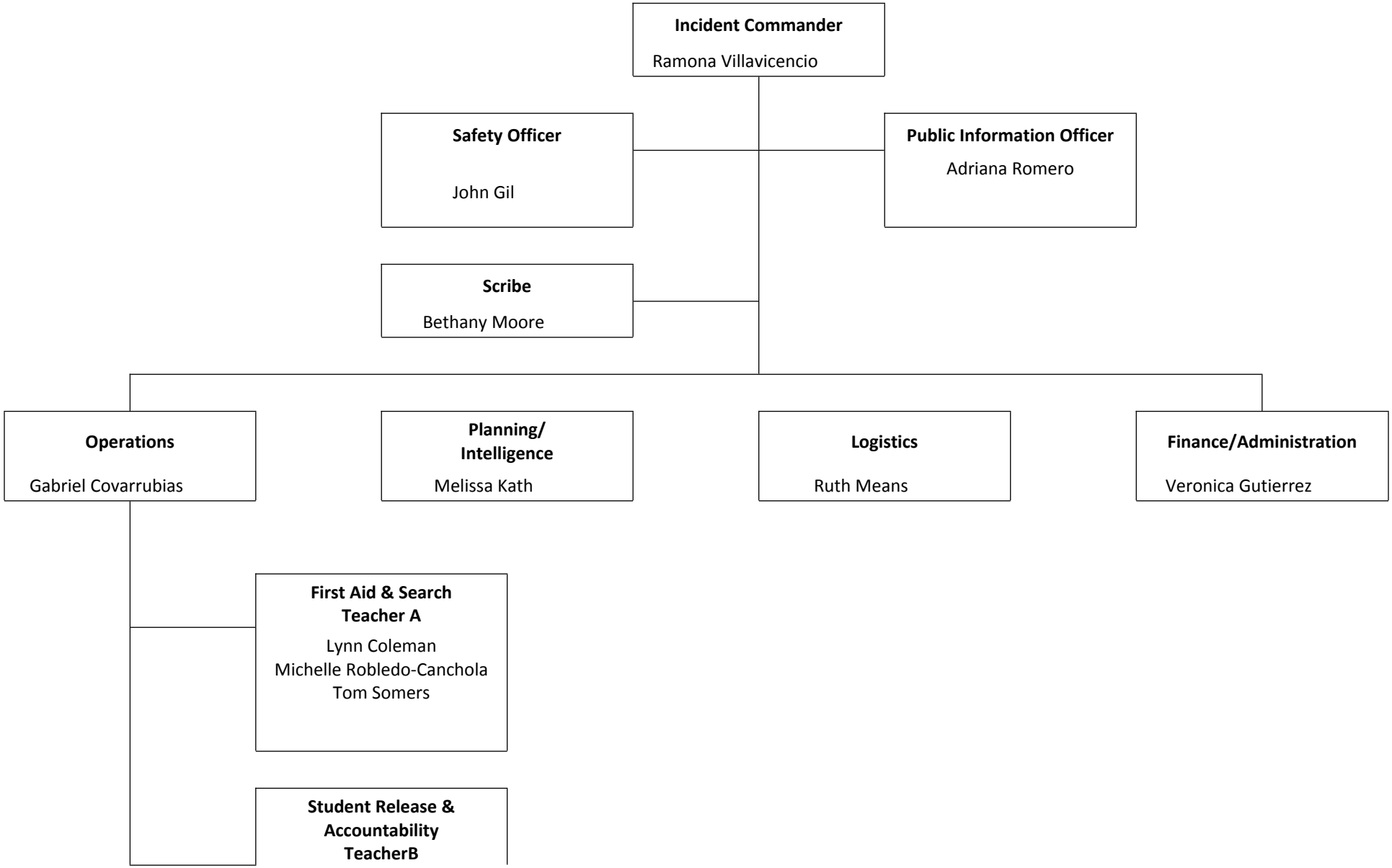
Utilities, Responders and Communication Resources

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 I 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 posible, 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.

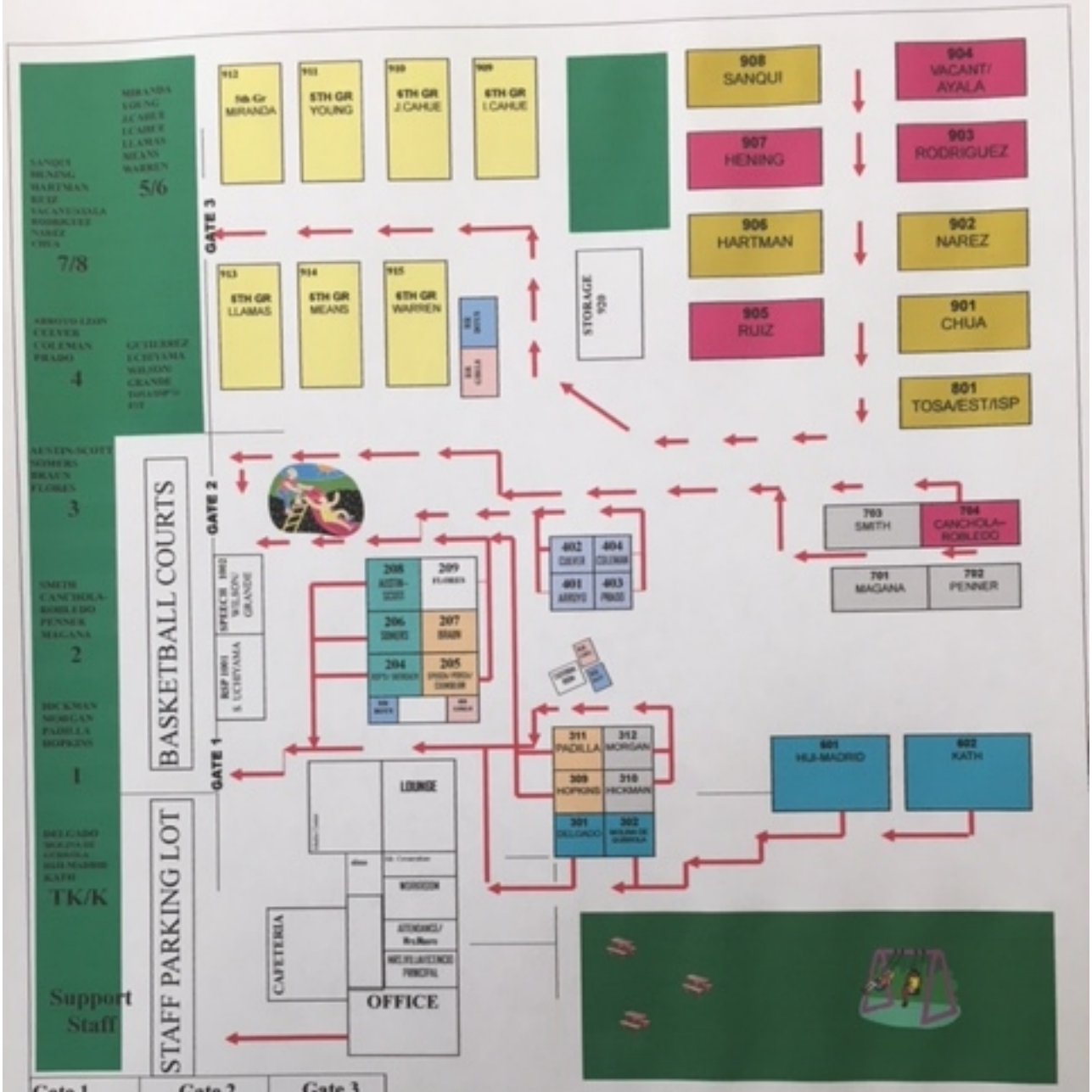
6. The School Administrator/Principal should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.

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



Gate 1	Gate 2	Gate 3
TK-1st Grade 6th Grade	2ND-4THGrade	5TH-8TH GR
DELGADO	SMITH	MIRANDA
MOLINA	MAGANA	YOUNG
HUI-MADRID	PENNER	LLAMAS
KATH	CANCHOLA-ROBLEDO	MEANS
HICKMAN	AUSTIN-SCOTT	CAHUE, I
MORGAN	SOMERS	CAHUE, J
PADILLA	FLORES	WARREN
HOPKINS	BRAUN	SANQUI
SMITH	ARROYO-LEON	HENING
MAGANA	COLEMAN	HARTMAN
PENNER	CULVER	RUIZ
CANCHOLA-ROBLEDO	PRADO	VACANT/AYALA
AUSTIN-SCOTT		RODRIGUEZ
SOMERS		NAREZ
		CHUA
		MARTINEZ
		DANIELY
		HERRERA

LEMONWOOD ELEMENTARY SCHOOL
2200 CARNEGIE ST. OXNARD, CA. 93033 (805) 385-1551

EVACUATION

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School:	Marina West Elementary School
CDS Code:	56725386055347
District:	Oxnard School District
Address:	2501 Carob Street Oxnard, CA 93035
Date of Adoption:	January 2016

Approved by:

Name	Title	Signature	Date
Jorge Mares	Principal	JE Mares	2-2-16
Lisa Baird-Mayeda	School Site Council President	Lisa Baird-Mayeda	2-2-16
Officer John Mora	School Resource Officer	J. MORA OPD	1-28-16
Gracie Cervantes	Office Manager	Gracie Cervantes	2-2-16

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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 I, 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 and nurturing 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
Jorge Mares, Principal; Monique Martinez, 1st grade Teacher; Summer Whitehead, 4th grade Teacher; Reyna Moreno, Outreach Consultant; Chari Farias, Counselor; Alfonso Rivera, Lead Custodian; Gracie Cervantes, 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 Safety Resource Officer conducted a security inspection with the Principal.

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 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 Safety Committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

Safety Drills are practiced monthly and include: Fire, Earthquake, and Lock Down procedures.

The monthly safety checks also provide information about any necessary changes.

Staff is trained in Emergency Operations Plan/School Safety Plan.

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 a Positive Behavior 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. Staff and administration are continuously supervising and monitoring school campus throughout the school day to ensure school safety.

Conduct annual inventory of emergency equipment and supplies, replaced as needed.

Staff has begun the process of being trained in CHAMPS.

(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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students at Marina West will be held to the Marina West dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

The purpose of the dress code policy is to ensure a safe and secure environment in which to offer a quality education.

Students may not wear clothing or hairstyles that will be disruptive to the educational process."

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (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.
8. Metal accessories and jewelry that present a hazard to the health and safety are prohibited.
9. Students may not wear clothing or hairstyles that will be disruptive to the educational process.

- Exceptions to dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

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 truancies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

If a student is habitually late or absent from school, various measures may be taken including referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents by the court.

In some cases of truancy, students will be assigned a consequence from school administration.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Positive School Climate

Element:
A school-wide positive behavior support plan has been implemented.

Opportunity for Improvement:
The expectations for students and staff are reinforced on a daily basis.

Objectives	Action Steps	Resources	Lead Person	Evaluation
All staff trained in the Lesson One Program.	Training for staff annually.	Trained school personnel conducts the training's.	Jorge Mares, 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 personnel conducts the training's.	Jorge Mares, Principal.	Tracking of discipline data.
Consistency of expectations.	Use of common terminolgy by all staff. Use of common acitivities in all classrooms.	Trained school personnel conducts the training's..	Jorge Mares, 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)	Jorge Mares, Principal.	Reduction of referrals to CoST and SST
Starting the implementation of CHAMPS as a positive behavior support program school-wide to maintain a safe and positive school environment.	Staff is beginning to be trained in the CHAMPS model.	Professional development provided by district.	Jorge Mares, Principal	Trained staff feedback.

Component:
Safe Physical Environment

Element:
Safe School Environment.

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.	Jorge Mares, Principal	Constant monitoring by all personnel.
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, Emergency Cards, or legal documents.	Jorge Mares, Principal	Constant monitoring by office staff.
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.	Jorge Mares, Principal	Debrief of drill immediately following.
To ensure orderly ingress and egress for students and staff.	Conduct a consistent drop off procedure. Using designated gates for ingress and egress. Designated bus areas and personnel providing supervision.	Staff Administration	Jorge Mares, Principal	Constant monitoring of entrance and exit gates.

Component:
Disaster Preparedness

Element:
School Safety

Opportunity for Improvement:
Regular drills with debriefing opportunities

Objectives	Action Steps	Resources	Lead Person	Evaluation
To ensure Lockdown procedures are conducted appropriately using guidelines provided by Oxnard Police Department	Debriefing staff after drills to improve practice. Updating written procedures in staff handbooks. Communicating importance of drills to students.	Administration, staff, students, meeting time, handbooks, School Resource Officer.	Jorge Mares, Principal	Lockdown drills with debriefing with staff.
To practice monthly fire drills.	Debriefing staff after drills to improve practice. Communicating importance of drills to students. Review procedures.	Administration, staff, and students.	Jorge Mares, Principal	Fire drills with debriefing for staff.
To practice regular earthquake drills.	Debriefing staff after drills to improve practice. Communicating importance of drills to students and staff. Review procedures.	Administration, staff, and students.	Jorge Mares, Principal	Earthquake drills with debriefing for staff.

(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.
Study and 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 and attend at least one monthly meeting.
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.
Attend CHAMPS professional development.
Counsel with students and parents regarding disciplinary matters following progressive discipline.
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 an as needed basis and is made up of school staff. All changes are brought to the attention of the entire staff at staff meetings and through emails.

Safety Plan Appendices

Emergency Contact Numbers

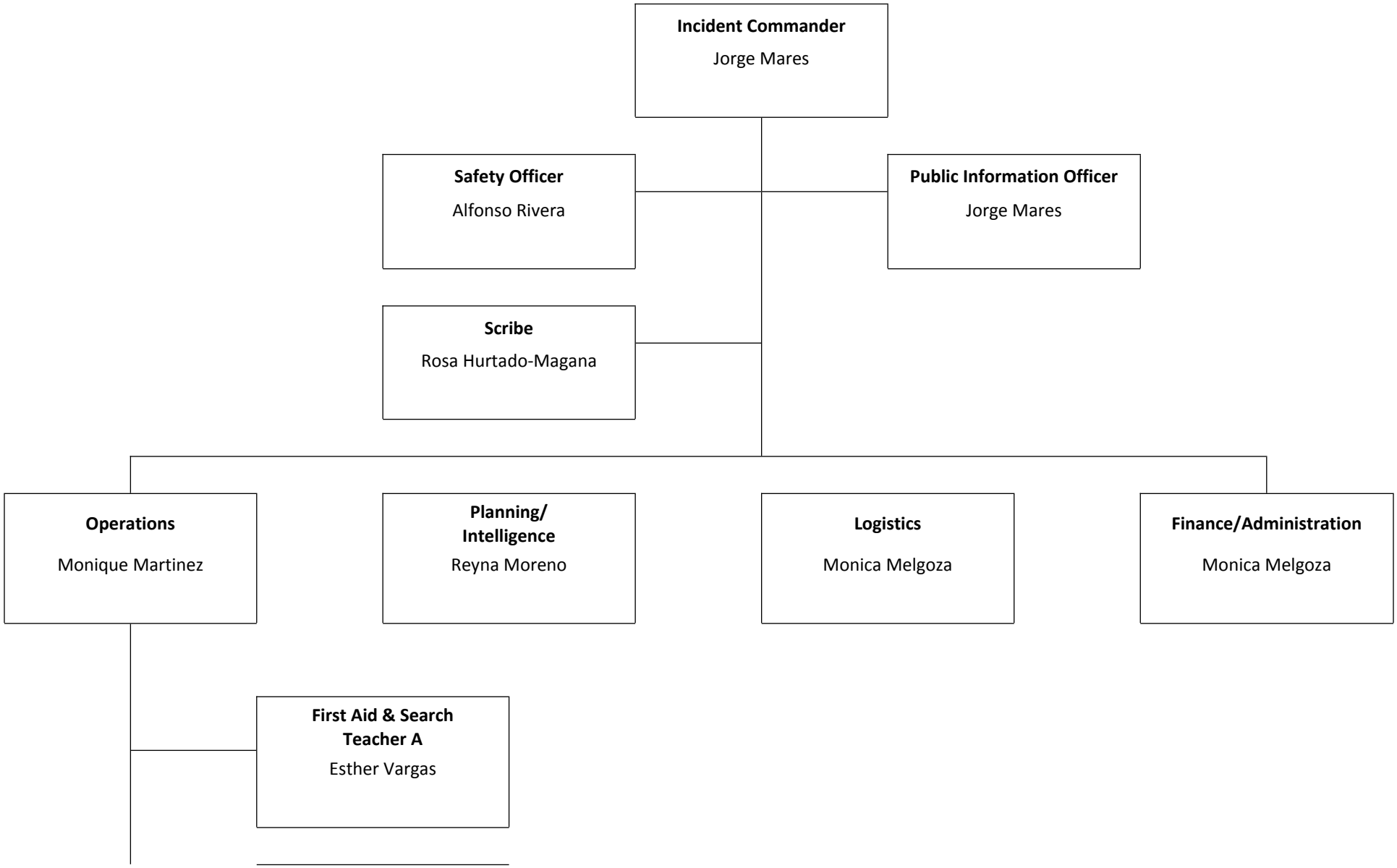
Utilities, Responders and Communication Resources

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; (805) 385-7600 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 or as needed.	
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

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 I 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 Distict. 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
. 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.

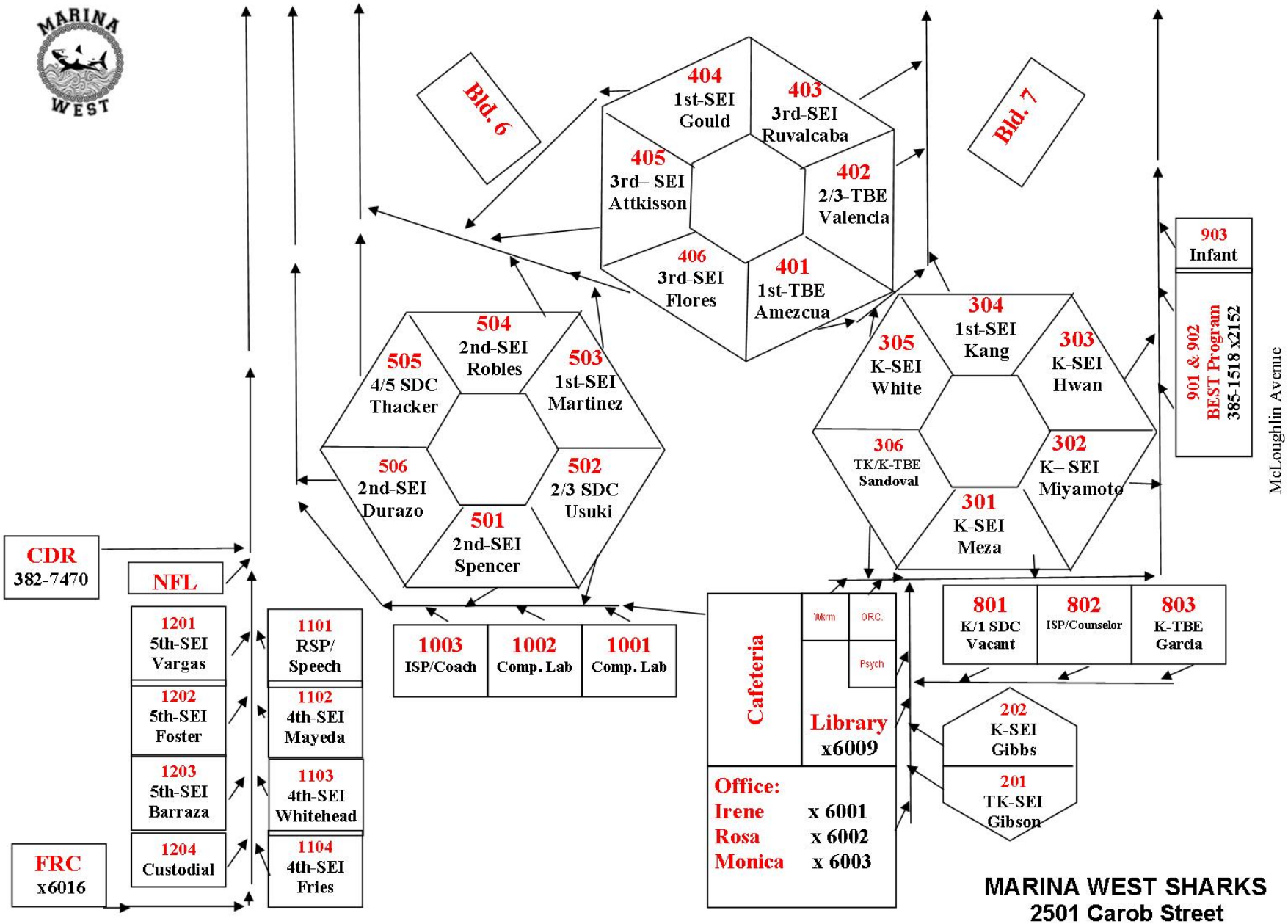
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.

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

Evacuation Map: Designated Areas



MARINA WEST SHARKS
2501 Carob Street
Oxnard, CA 93035
(805)385-1554

08/15/15

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
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:	October, 2015

Approved by:

Name	Title	Signature	Date
Marlene Breitenbach	Principal		2/3/16
Michael Sloan	Chair of School Site Council		2/4/16
Pedro Rodriguez	Oxnard PD SRO		2-3-16
La Ray Figueroa	3rd Grade Teacher, School Safety Committee		2-3-16

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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 I, 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, school safety is a number one priority. We work collaboratively to ensure safety for our school community. .We commit to work together in partnership to monitor safe conditions.

We believe all stakeholders deserve a physically, emotionally, and mentally safe, secure, and positive learning environment through a caring, supportive staff, engaging curriculum, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

Components of the Comprehensive School Safety Plan (EC 32281)

Thurgood Marshall 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.

Assessment of School Safety
- Input from SRO and Risk Management
- The SRO conducted a security inspection of the campus with the Principal (at the beginning of the year)
- The SRO is present for whole school evacuation drill.
- Risk Management from DO conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO.
- Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office.
- The Safety Committee review and discuss procedures to be followed by staff and students during emergencies.

:

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)
Marshall has monthly emergency drills including fire, earthquake, evacuation and lockdown drills.
Staff debrief after each drill.
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.
The 2015-2016 Safe School Committee helps to assess and monitor safe school conditions and procedures.
Members: Paula Mc Cowan, 4th Grade Teacher, La Ray Figueroa, 3rd Grade Teacher, Teacher, Bonnie Sussman, 2nd/3rd Grade TBE Teacher, Maria Rios, School Librarian, School Resource Office Pedro Rodriguez, Dr. Marlene Breitenbach, School Principal

Drills:
- SRO from OPD attends lockdown drills scheduled by school staff to ensure that procedures are followed properly ,providing feedback to Principal which will debrief with staff and do necessary changes
- Monthly Drills are conducted: Earthquake, Lockdown, Evacuation and Fire Drills

Traffic/ Safety Enforcement and Communication:
- Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.
- Administration communicates with the community via meetings, letters, and connect-ed phone messaging system regarding reminders for safety and traffic regulations.
- The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

Repairs:

- Minor repairs are made immediately through the lead custodian or work orders placed through the DO
- Major changes may need to go through a process involving input from stakeholders which include the school's leadership team, staff, and parent groups.

Discipline and Behavior:

- In order to ensure that students engage in safe behavior, the school is working towards school wide implementations of CHAMPS positive behavior support program. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Discipline is applied when the expectations are not adhered to. Suspensions are given only as part of a progressive discipline consequence.

Emergency Supplies

- We conducted an annual inventory of Emergency equipment and replaced supplies as needed, including emergency buckets and emergency classroom backpacks
- EOP updated and have first aid supplies and search and rescue plan in place

Information/ Awareness

- Staff is trained in Emergency Operations Plan/School Safety Plan.
- Staff debrief after monthly drills.

Student Security:

- Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gate or through the office (when arriving after the late bell).At 8:00 a.m. the back gate towards Gonzales off of Thurgood Marshall Drive is opened.
- 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.

*Visitors and volunteers sign in and receive a sticker in the office before visiting the school.

- All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age and produce a valid ID.
- Staff and administration are continuously supervising and monitoring school campus throughout the school day to ensure school safety.

(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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

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 is not allowed 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 worn by all students every day.
- Hats, caps, hoods, and sun visors may be worn outside for protection from the sun.

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (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. All students will be held to the Thurgood Marshall dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

(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.

Our School Resource Officer does yearly Valet Training with 5th Grade students at the beginning of the school year. They are trained in how to safely open doors for students to exit at the curb. The Valet section of the driveway is sectioned off each morning by cones. A Campus Assistant works with the 5th Graders to oversee smooth operations of the Valet system.

We have a closed campus meaning that no adult is allowed to go past the lobby unless they have previously signed in at the main office and received a visitor's badge. Parents who drop off or pick up their children must wait in the lobby or in front of the school. 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.

The school day begins with a bell at 8:30 a.m. after an 8:25 a.m. warning bell.

Minimum Days: 12:15 for TK-5

School Hours

- The regular student day is from 8:30 am to 2:40 pm. for students from grades 1-5. The regular school day for kindergarten students is from 8:30 am to 1:47 pm. (with the exception of attending before or after school intervention classes, the After School Program, or early release days.
- Upon arriving at school, students are to immediately come onto campus (note entrance gates used by students).
- Students are not allowed to loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by walking or riding the bus.
- There are crossing guards at ---(crosswalks) and traffic control signs at--- to ensure the safety of students walking to and from school.
- Parents dropping off students at school should be aware that there is no supervision available before ---am. School office hours are –am to ---pm.
- Students enter through –gates upon arrival, and ---gates during dismissal times.

Closed Campus

- ---is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.

Leaving Early

- Students may leave campus, prior to dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card) pick up students from school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8:30 am.

- If the student arrives after the bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.

Staying out of class without permission.

(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
Continue Staff Training in CHAMPS
Work towards full implementation of CHAMPS

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop and implement a comprehensive Schoolwide Positive Behavior Support Plan	1. Continue Staff Training in CHAMPS as basis for shared student behavior guidelines. 2. Staff Training in RtI 3. Survey on implementation of Rti at Marshall 4. Positive Student Behavior Committee works towards full implementation of our school wide plan for shared student behavior guidelines.	CHAMPS In house tools for referrals and follow up Office support Past practices and guidelines Use of "Safe and Civil Schools" by Randy Sprick	Marlene Breitenbach, Principal Edgar Frairie - Outreach Specialist KerryAnn Magner-Varela, Counselor	Office Reports Teacher Reports COST Meetings Student Behavior Committee Leadership Team Team Meetings
Train Playground Supervisors and After School staff in Schoolwide Positive Support System.	Hold Bi-Monthly Meetings with Campus Assistants Refine Playground Duty Assignments Integrate CHAMPS into systems and responses CHAMPS common areas of school - Spring 2016. CHAMPS all classrooms by August 2016.	Discussion and videos which show best practices in yard duty supervision. Ongoing training and monitoring.	Marlene Breitenbach Principal KerryAnn Magner-Varela, Counselor, Edgar Fraire, ORC	Discusion in meetings; monitoring by Principal
Ensure emergency operations plan is easily implemented	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.	Safety Plan Tree Duty descriptions for each assignment	Marlene Breitenbach, Principal Safety Committee	Staff Debriefing Staff and Safety Committee evaluation
Communicate School Safety Procedures to all Stakeholders	Parent meetings to discuss school safety plan and schoolwide positive behavior Post School Safety Plan on web Train staff in duties and procedures	School Safety Plan	Marlene Breitenbach, Principal	Discussion, surveys

Component:
Safe Physical Environment

Element:
Safe Campus

Opportunity for Improvement:
Follow up on work orders
Increase staff access to Safety Plan - through postings and handouts

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 through to check for facility conditions. 2. Conduct walk through in Fall with SRO to check for safety. 3. Conduct walk through with Risk Management at beginning of school year. 4. Submit and monitor facility work orders. 5. Follow up on progress of work orders.	Checklists Work orders Follow up on work orders	Marlene Breitenbach, Principal Matt DeSantiago, Lead Custodian Carmen Grande, Office Manager	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 monitoring 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 with all stakeholders	School website Digital copies to all staff Student behavior (discipline) guidelines disseminated to all staff. Share plan with all Staff through meetings and informational handouts. Specific disaster preparedness information to all staff in printed form	School Safety Plan	Marlene Breitenbach, Principal	Informal and formal Surveys Agendas Review by Positive Student Behavior Committee Review and Monitoring by Safety Committee Review by Leadership Review by School Site Council

Component:
Disaster Preparedness

Element:
Safe Campus

Opportunity for Improvement:
Continuous training
Increase practice of emergency preparedness routines

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff and students will know how to respond in case of an emergency. Maintain safe and secure physical plant.	1. Keep Staff aware of procedures with reminders. 2. SRO Pedro Rodriguez train Staff in Lock down procedures. 3. Conduct monthly drills. 4. Promote awareness of correct emergency responses through staff training. 5.Review key procedures to protect access.	Safe School Plan OSD Board Policy Ed Code	Marlene Breitenbach Principal SRO Pedro Rodriguez Carmen Grande, Office Manager	Safe School Committee School Site Council Leadership Committee Principal School Resource Officer
Communicate Safety Plans to community.	1. Disseminate safe school plan to all stakeholders via parent meetings. 2. Review Safety in parent newsletters and at parent meetings.	Safe School Plan Other Community Resources from School Resource Officer, Fire Department	Marlene Breitenbach, Principal	Agendas of Parent Meetings Front Office Principal
Increase school wide understanding of Emergency Response	1. Fire Department training on on emergency preparedness. 2. Assess physical needs of classrooms related to Lockdown procedures 3. Fire Department to do a home safety preparedness training for parents. 4. Monthly emergency drills.	Local Fire Department Checklists for window coverings Key and access procedures	Marlene Breitenbach, Principal	Safe School Committee Principal Head Custodian
Implement and monitor Emergency Procedures	1.Parent meetings to discuss school safety plan 2.Post School Safety Plan on web 3.Train staff in duties and procedures 4.Create folders for emergency response positions 5.Include Emergency procedures in SUB plans	Safe School Plan	Marlene Breitenbach, Principal	Safe School Committee Staff Debriefing after Drills School Site Council Leadership Committee

(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 are working towards full implementation of CHAMPS as a basis for positive student behavior support.
Staff are being trained.
Refreshers on training will be offered.
Support staff have been trained, or will be trained.
All Staff will have common language of CHAMPS to support positive student behavior.
Students will understand CHAMPS guidelines that will be consistent.
Students will be given ongoing training on CHAMPS.
Our goal is to develop a plan that is easy for students and staff to follow, one that can be communicated to all stakeholders.
At this time Leadership Team, Positive Behavior Support Committee and others are working towards implementation of CHAMPS.
Staff training in RtI and how this applies to student behavior is ongoing.

Beliefs

We believe our rules and procedures will:
- Provide common language and understanding school wide
- Provide a starting point for behavior and conduct expected
- Provide a framework of expectations, rewards, and consequences so we can be consistent and fair with all students
- Promote overall school safety and security for each student
- Demonstrate our agreement and commitment to developing personal responsibility
- Provide a framework which will result in positive student behavior.

Philosophy

When systems are in place, such as those found in CHAMPS, student behavior will improve. When expectations are shared and understood, positive student behavior receives strong support. When positive student behavior is expected from all, students will respond more positively and shared guidelines will have a higher chance of being followed by all.

A student's education is dependent upon a "team" effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for each and every student. All Staff Members contribute to the good of all students.

Expectations of Students:

Attend school 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 is 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.
Implement CHAMPS within the classroom and common areas.
Communicate on a regular basis with parents concerning their child's progress.
Be available to parents to conference as needed.
Continually improve professional competencies in positive behavior support.
Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators:

Inform students and parents about student behavior plan - CHAMPS.
Involve all stakeholders in CHAMPS.
Encourage and support students by promoting positive student staff interactions throughout the school day.
Consistently monitor classroom, school, and district rules and policies.
Counsel with students and parents regarding disciplinary issues.
Provide student consequences aligned to social justice philosophy.
Provide professional development in management of student behaviors.
Provide leadership that will establish, encourage school wide implementation of CHAMPS.
Monitor effectiveness of school wide student behavior plan.

General School Rules:

Attend school regularly.
Be on time.
Be prepared for class.
Treat others with respect, care and consideration.
Follow rules inside and outside the classroom.
Conserve and protect school and private property.
Use appropriate language.
Follow district dress standards.
Use class time wisely.
Work quietly without disturbing others.
Respect the rights of others.
Complete all assignments on time.
Walk on black, run on green.

Summary:

Students will come to school ready to learn.
Rewards and incentives will be given regularly to students who demonstrate positive behavior.
A supportive, nurturing climate is fostered.
Additional consequences and supports are given to students who do not follow school rules.
CHAMPS implementation will clarify school wide expectations.

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.
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.

Conduct Code Procedures

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.
Student Behavior Assembly at beginning of school year sets tone for CHAMPS through shared standards, common language and clear expectations.
Basic school rules are sent home each year, in written form, for parental review.
The School Compact is reviewed with parents, students and teachers.
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 structures and procedures which support CHAMPS and foster positive student behavior outcomes.

(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 beginning of school year the Safe School Plan is reviewed with staff and safety committee. Periodically, training and monitoring of the plan are scheduled. Safe School Plan is reviewed by School Site Council and Leadership Committee. Safe School Committee and School Site Council approve the Safe School Plan by February. Ongoing communication to all stakeholders keeps procedures and action steps responsive with school needs.

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the SSC, and updated on March 1st.

Safety Plan Appendices

Emergency Contact Numbers

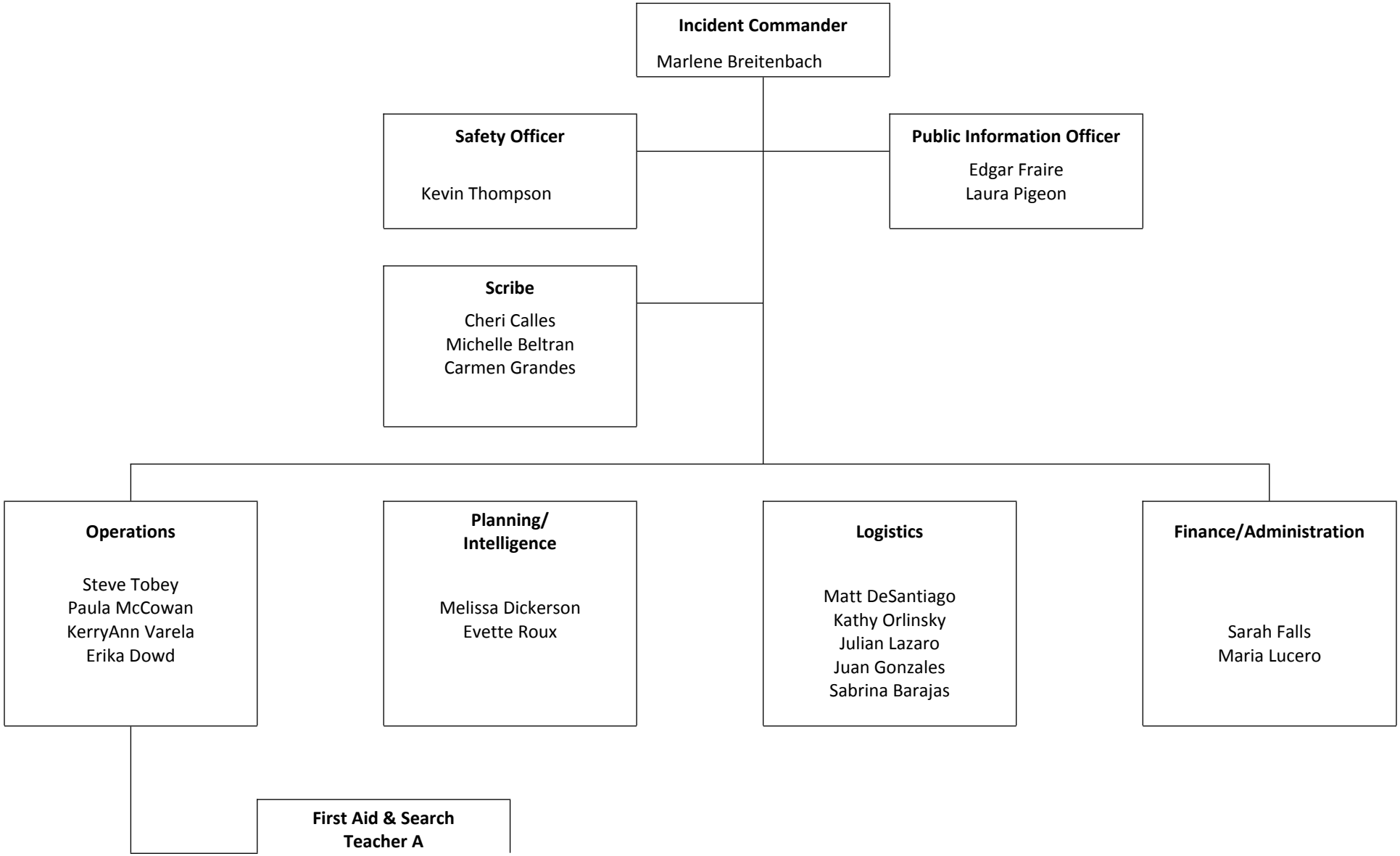
Utilities, Responders and Communication Resources

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	February 2, 2016, 2:50 p.m.	Conference Room Meeting, Agenda included Summary of Plan and Recommendations
Review plan with Safety Committee	February 2, 2016, 8:00 a.m.	Conference Room-Agenda included Emergency Procedures, PBSI, Recommendations
Present Plan to School Site Council	February 3, 2016, 3:00 p.m.	Library with 8 Members present-Agenda included review of Safety Plan

Thurgood Marshall Elementary School Incident Command System



Tony Barajas
Martha Barrett
Suzanne Johnson
Maria Rios
Maria Cervantes

Student Release & Accountability TeacherB

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 I 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 Distict. 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.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.

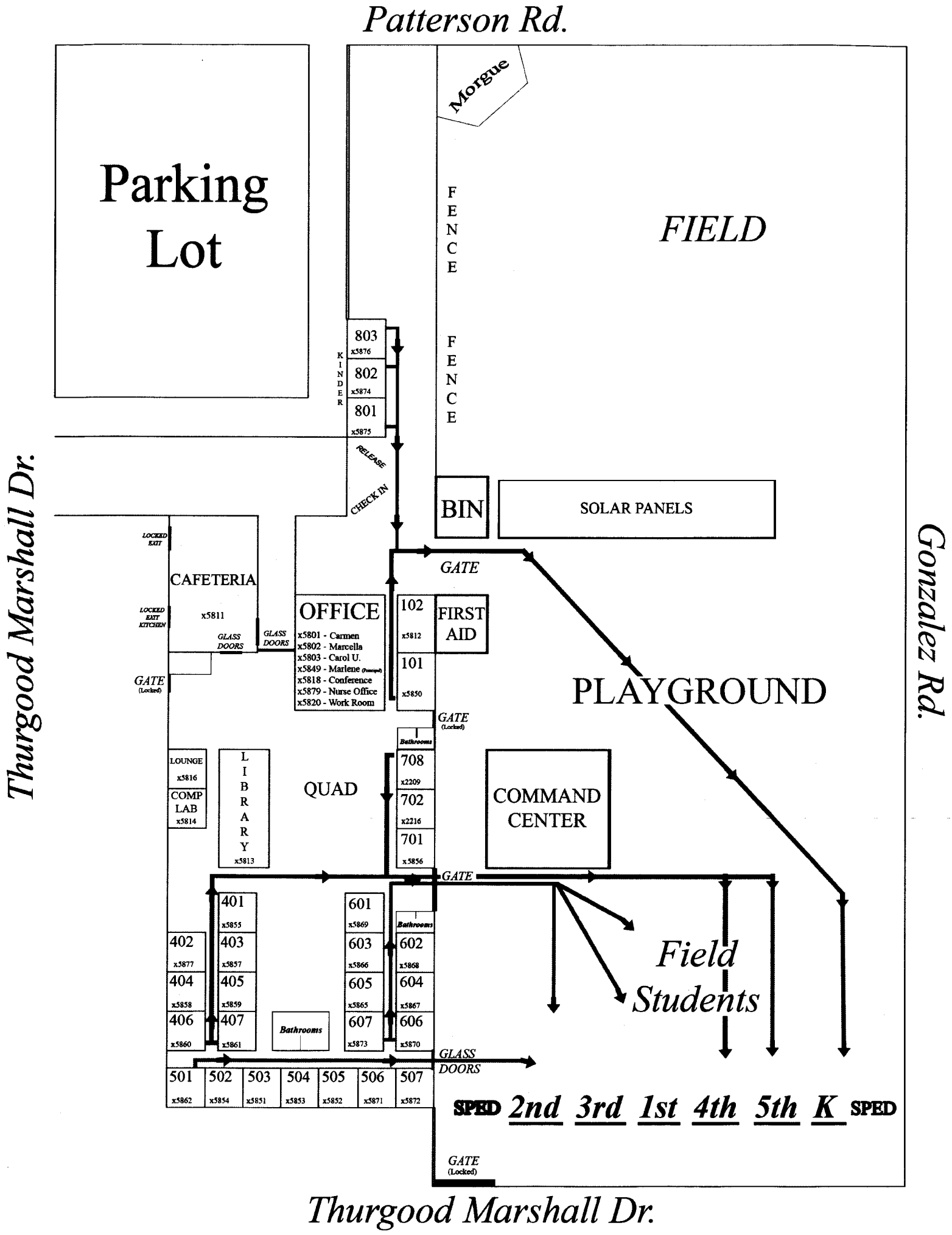
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.

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


Patterson Rd.
Parking Lot
Morgue
FENCE
FENCE
FIELD
KINDER
803 x5876
802 x5874
801 x5875
RELEASE
CHECK IN
BIN
SOLAR PANELS
GATE
LOCKED EXIT
CAFETERIA
x5811
LOCKED EXIT KITCHEN
GLASS DOORS
GLASS DOORS
GATE (Locked)
OFFICE
x5801 - Carmen
x5802 - Marcella
x5803 - Carol U.
x5849 - Marlene
x5818 - Conference
x5879 - Nurse Office
x5820 - Work Room
102 x5812
101 x5850
FIRST AID
PLAYGROUND
GATE (Locked)
Bathrooms
708 x2209
702 x2216
701 x5856
LOUNGE x5816
COMP LAB x5814
LIBRARY x5813
QUAD
COMMAND CENTER
GATE
401 x5855
402 x5877
403 x5857
404 x5858
405 x5859
406 x5860
407 x5861
Bathrooms
601 x5869
603 x5866
605 x5865
607 x5873
Bathrooms
602 x5868
604 x5867
606 x5870
Field Students
GLASS DOORS
501 x5862
502 x5854
503 x5851
504 x5853
505 x5852
506 x5871
507 x5872
SPED 2nd 3rd 1st 4th 5th K SPED
GATE (Locked)
Thurgood Marshall Dr.
Gonzalez Rd.
Thurgood Marshall Dr.

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
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:	October 7,2015

Approved by:

Name	Title	Signature	Date
Andres Duran Ed.D.	School Principal		2/5/16
Gayle Robinson	5th Grade Teacher	Gayle Robinson	2-5-16
Amanda Rodriguez	1st Grade Teacher		02/05/16
Amy Dahm	Office Manager	Amy Dahm	2/5/16
Kimberly Lopez	Instructional Coach		2/5/16
Amanda Lewis	4th Grade Teacher		2/5/16
Adriana Herrera	Outreach Consultant		2/8/16
Melanie Morrow	SSC Chair/ K-Teacher	M Morrow	2/2/16
Nancy Diaz	SSC Co-Chair/4th Grade Teacher		2/8/2016
Anna Serghides	2nd Grade Teacher		2-8-16
Officer Pedro Rodriguez	School Resource Officer	H. ESTRADA	2/8/16
Dr. Hill Scott	Parent	Dr. Hill Scott	2/8/16

Name	Title	Signature	Date
Kelli Marsicek	5th gradeTeacher	Kelli S Marsicek	~~2/16/16~~ 2/8/16

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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 I, 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, Amanda Rodriguez 1st-teacher, Amanda Lewis-Teacher, Nancy Diaz- Teacher, Kelli-Marsicek- Teacher Officer Pedro Rodriguez, Dr. Scott-Hill- Parent

Assessment of School Safety

Students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. School administration and staff are committed to maximizing school safety, creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel. The Lead Custodian and the principal conduct a monthly safety inspection and submit reports to the District Office. Any safety issues are reported by staff to administration as they are noticed and are handled by the Lead Custodian or through work orders to the district office.

In addition, the principal organizes lock-down drills with the Oxnard Police Department and fire and earthquake drills to prepare staff and students in the event of a real situation where one of these strategies would be put into effect while school is in session.

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 is 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 along with supervisors and Principal 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 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 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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 orother emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency infurnishing 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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students at Christa McAuliffe will be held to the Christa McAuliffe dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

The school dress codes are regularly reviewed by the School Site Council and or School Safety Committee following board education policies.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (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.

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 8:45 a.m. to 2:55 p.m. (Transitional Kindergarten (TK) and Kindergarten are from 8:35-2:02 p.m.). Supervision at the school site begins at 8:10 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 8:45 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 8:45 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:
Positive School Climate
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:
School-wide Positive Behavior Support

Opportunity for Improvement:
Minimize the amount of students' negative behavior in all school settings

Objectives	Action Steps	Resources	Lead Person	Evaluation
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	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.	CHAMPS School-Wide Training for staff and students	School Principal and Outreach Coordinator School's Safety Committee	Office Referrals Teacher Reports
Teachers, support staff, administration, parents and students will work together and build a sense of community	1.Staff shall practice a code of ethics that embraces Cultural Proficiency. 2.Staff will work with parents and students in a way that affirms universal human values such as respect, honesty and fairness.	Cultural Proficiency Training	School Principal	Observation Reports

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop a plan to meet the needs of students who have social/emotional challenges.	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
All Playground Supervisors and all Support Staff (Media Technician, Office Personnel, Custodians, etc.) will be trained in the behavior model of CHAMPS	1. Offer CHAMPS training for all staff, specific to their role 2. Hold Monthly Meetings with Playground Supervisors and all Support Staff to discuss student behavior. 3. Meet with CHAMPS consultant from VCOE.	CHAMPS School-Wide Training for staff and students	School Principal and Outreach Coordinator School's Safety Committee	Agendas Hand-Outs
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

Objectives	Action Steps	Resources	Lead Person	Evaluation
Implement Positive Behavior Interventions and Support (PBIS) to ensure school-wide positive behavior support	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
Implement the 3B positive discipline approach for student conduct, safety and character: Be respectful, Be Safe Be school-wide.	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
Develop and implement a comprehensive schoowide positive behavior support system founded in the behavior positive support model of CHAMPS; Conversation, Help, Activity, Movement, Participation & Success	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.	CHAMPS training	School Principal, Outreach Coordinator and School's Safety Committee	Office Referrals Teacher Reports

Component:
School's Safe Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure that all school facilities are safe and in working order.	1.Conduct walk-throughs 2.Submit and monitor Facility Work Orders	Safety Check-List and Observation	School Principal and Lead Custodian	Walk-Through Reports Work Orders
Communicate Safety Plan to all Stakeholders	1. Hold Parent-Community meetings to disseminate the information to all stakeholders. 2. Hold Faculty Meetings informing staff of the School's Safety Plan	Agendas Minutes Hand-Outs	School Principal	Agendas

Component:
Disaster Preparedness

Element:
School Safety

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Disseminate School Safety Plan to all stakeholders	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
Ensure the school's Emergency Operations Plan is easily implemented	1. Hold Monthly fire drills. 2. Train entire school staff on their responsibilities during an emergency situation 3. Hold evacuation drills yearly	Calendar Handout Connect Ed	School Principal outreach Coordinator School Safety Committee	Calendar
School-wide Disaster Preparedness	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	School Safety Committee
Conduct two evacuation drills per year.	1. Safety Committee will meet regularly to review effectiveness of current procedures 2. Make necessary chages to the plan and notify all school staff	Agendas Hand-Outs Connect Ed	School Principal, Assistant Principal and School's Safety Committee	Revised Plan

(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).

Conduct Code Procedures
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

(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'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 dialougue about standards for personal conduct and school safety. If at any time an of the stakeholders feel that the plan needs to be ameneded, 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

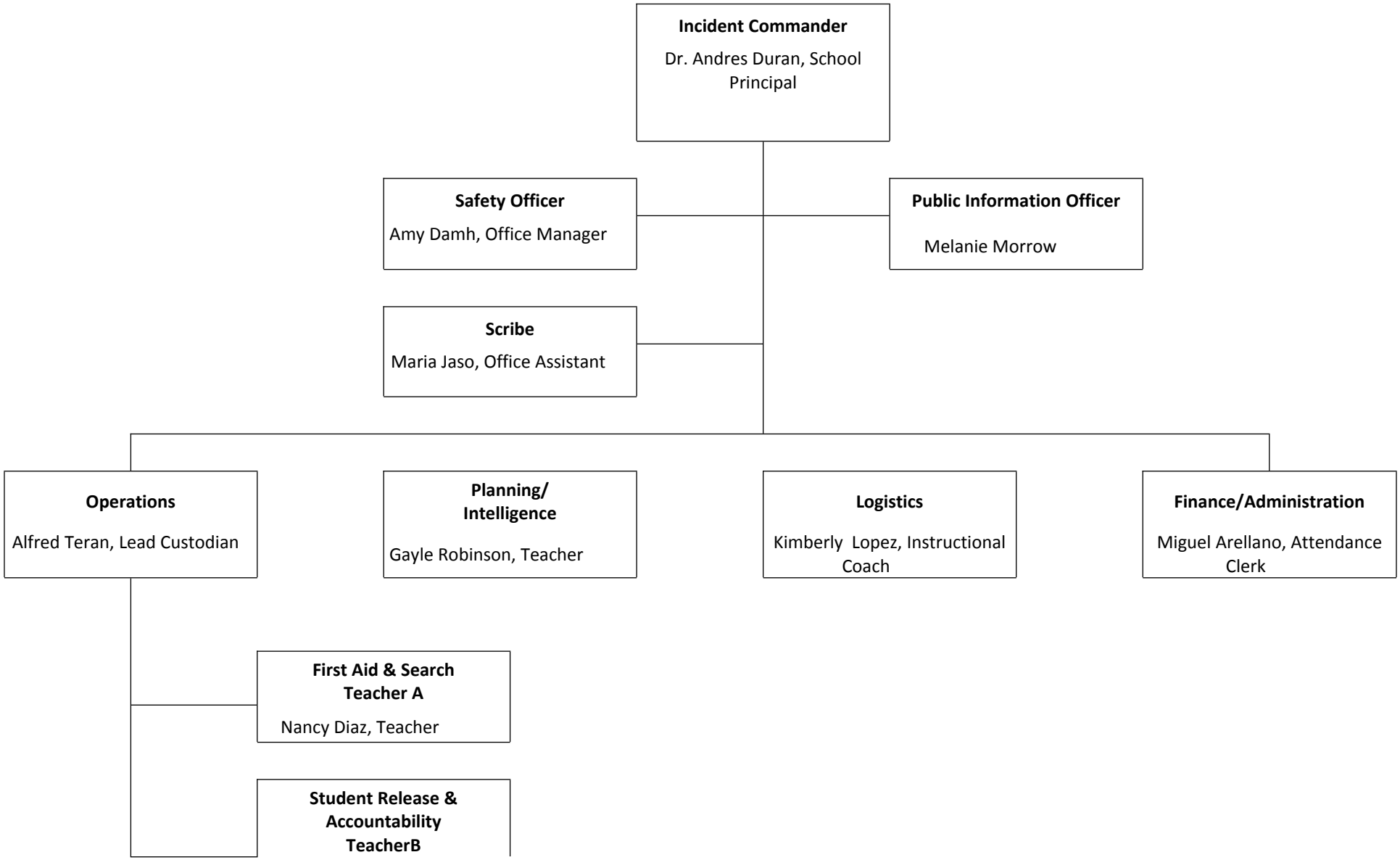
Utilities, Responders and Communication Resources

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	February	
Hold Parent/Community meetings to disseminate information	September	

Christa McAuliffe, The STEAM Education School Incident Command System



Amanda Wilson, Teacher

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 I 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 posible, 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.

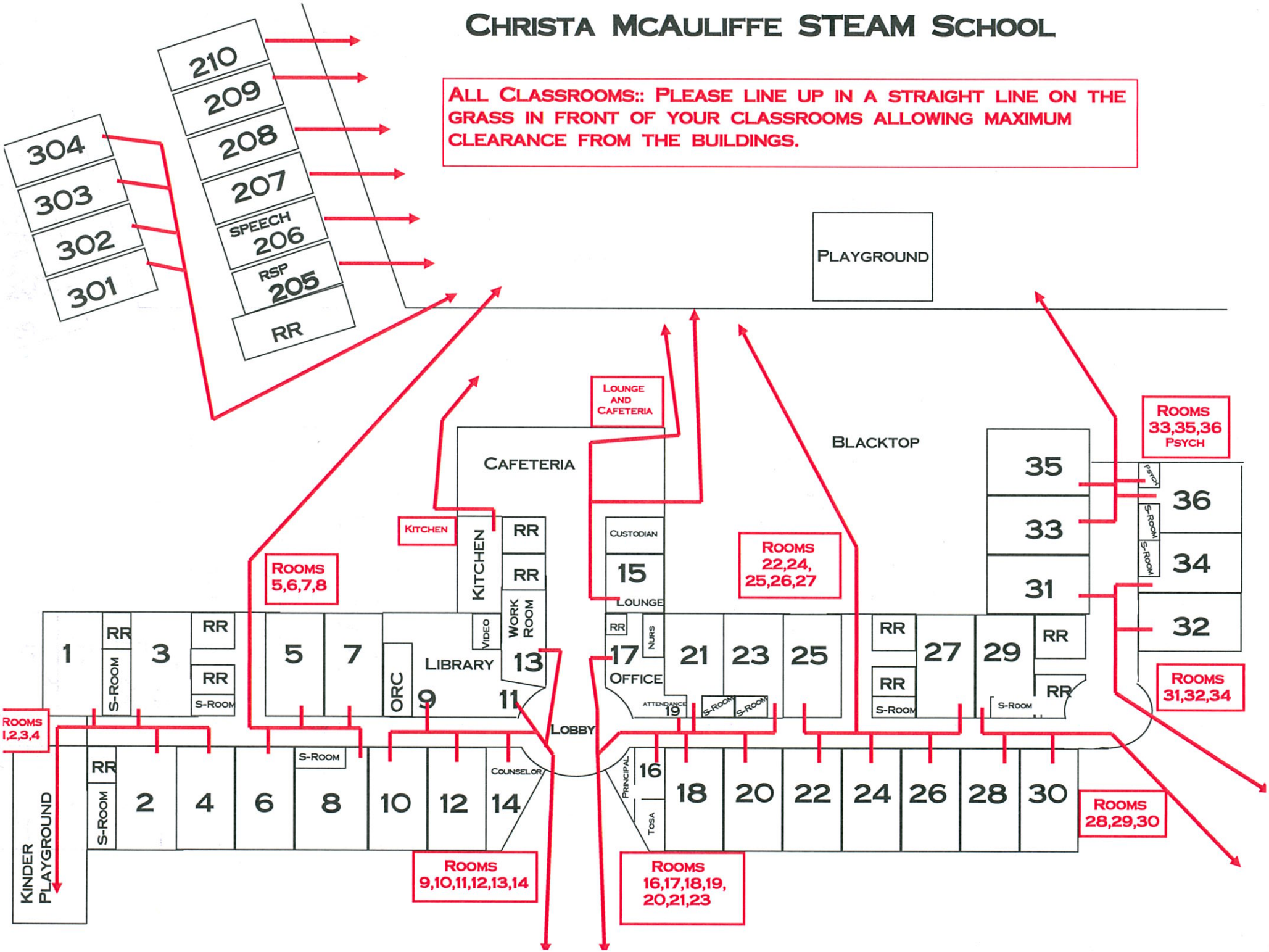
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Christa McAuliffe STEAM School

All Classrooms:: Please line up in a straight line on the grass in front of your classrooms allowing maximum clearance from the buildings.



Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

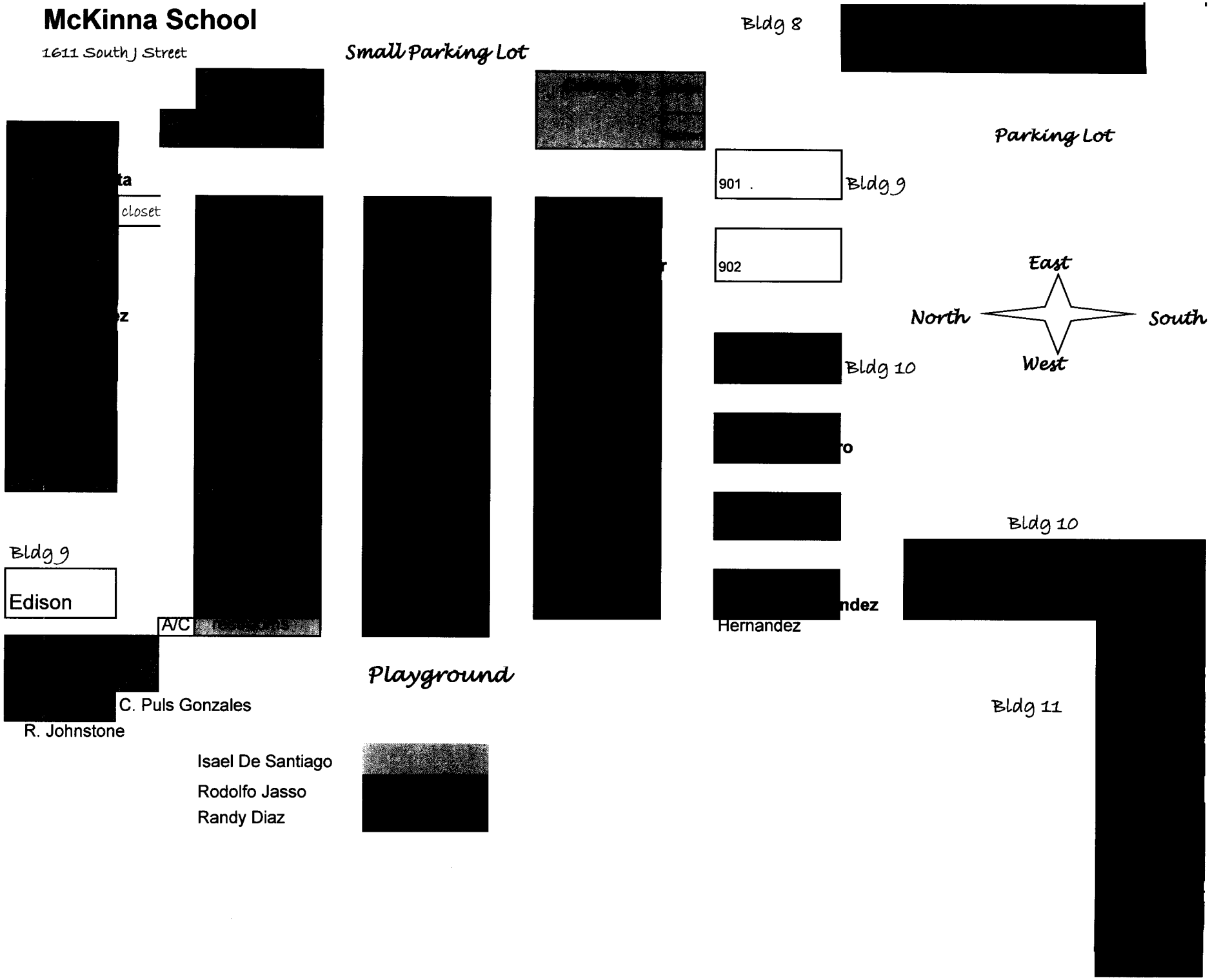
School:	McKinna Elementary School
CDS Code:	60-55354
District:	Oxnard School District
Address:	1611 South J Street Oxnard, CA 93033
Date of Adoption:	September 21, 2015

Approved by:

Name	Title	Signature	Date
Anne Jenks	Principal		2/1/16
Fernando Hernandez	Teacher		2/1/16
Roberto Vicente	Parent/ ELAC Member	Roberto Vicente	2-1-16
Erika Beltran	Parent/ELAC Officer		2/1/16
Julio Garcia	Parent/SSC Member		2/1/16
Officer John Mora	Oxnard Police Department/SRO		2/1/16
Susana Lopez	Parent/		2-1-16
Elena Salgado	Counselor		2/1/16

McKinna School

1611 South J Street



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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 I, 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), Roberto Vicente (parent),Erika Beltran (parent, ELAC VP), Julio Garcia (parent, SSC member), Susana Lopez (parent SSC member), Elena Salgado (counselor) 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 2015. 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 CHAMPS program of lexpectations. 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 January of 2016, new teachers were trained in CHAMPS 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (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. Shoes with high heels are not appropriate and may not be worn during PE or other physical activity.
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.

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.

(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.

If a student is habitually late or absent from school, various measures may be taken including referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents.
In some cases of truancy, students may face disciplinary action that may include after school detention depending on circumstances.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Positive School Climate

Element:
School-wide Positive Behavior Support

Opportunity for Improvement:
Site-based response see examples below.

Objectives	Action Steps	Resources	Lead Person	Evaluation
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	Petula Rodriguez (ORC)and Elena Salgado (Counselor)	Principal
Teachers will identify exemplary students .	Monthly awards given to exemplary students at awards ceremonies	Certificates and peace signs purchased from Oriental Trading.	Elena Salgado	Principal
All students and staff will participate in CHAMPS. New teachers trained.	VCOE trainer trains teachers who have not been trained in January 2016	Handout from workshop	Principal	Principal
Campus closed during times that students are on campus.	Make sure gates are closed.	Staff monitors gates	Principal/Lead custodian	Principal
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:
School's Safe Physical Environment

Element:
Safe School Environment

Opportunity for Improvement:
Site-based response (See examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff will be familiar with new terminology included in Lockdown Procedures distributed by OPD.	Email new terminology and lockdown procedures to staff.	Oxnard Police Department Handout	Principal	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	Principal	Oxnard Police Department will give feedback to staff after drills have been completed.
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
Make sure that teachers talk to students about crosswalk safety.	Teachers will show videos and discuss crossing safety.	YouTube videos and Family Time	Principal	Students will obey traffic safety rules.
Principal and team will learn how to de-escalate situations where students become agitated and if necessary, practice safe restraint methods	Attend NCPI training.	SELPA NCPI Trainings	Principal	Staff will be able to address situations where students become highly agitated using best practices.

Component:
Disaster Prparedness

Element:
School Safety

Opportunity for Improvement:
Site-based Response

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure that the campus is safe from unwanted intruders.	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.
All students and staff members will be familiar with safety procedures.	Monthly fire drill and bimonthly earthquake drills will be scheduled and all students and staff will participate.	Great Shakeout earthquake simulation.	Principal and Office Manager	Students and staff will demonstrate safe behavior during drills.

(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

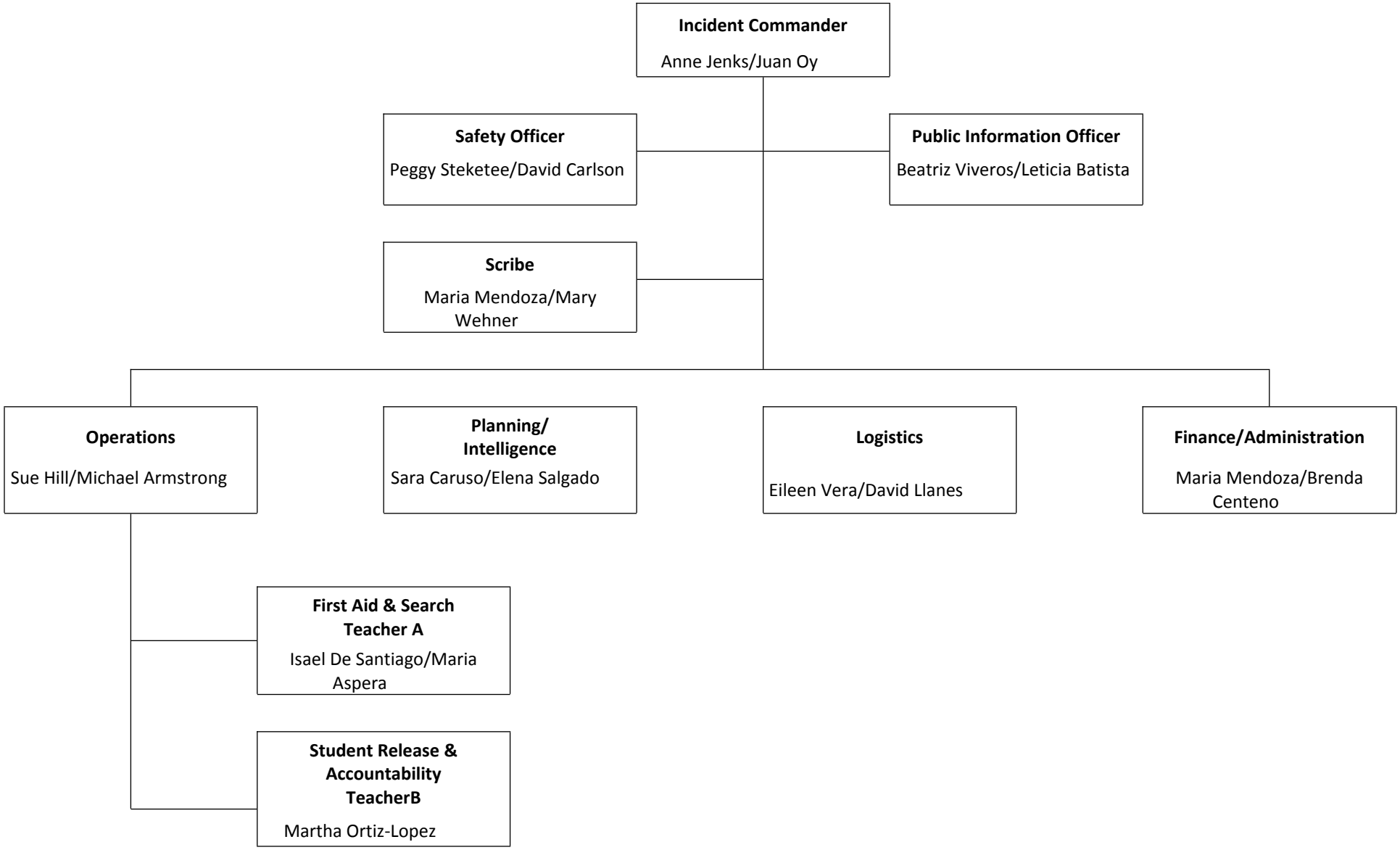
Utilities, Responders and Communication Resources

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)
Review with plan with staff. Review plan with safety committee in January. Members including parents and staff are selected in December. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by March of each year.	1/2016	
Plan will be distributed to Safety Plan Committee Members for review and revision	2/2016	
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.	4/2016	

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 I 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 Distict. 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 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 (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.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.

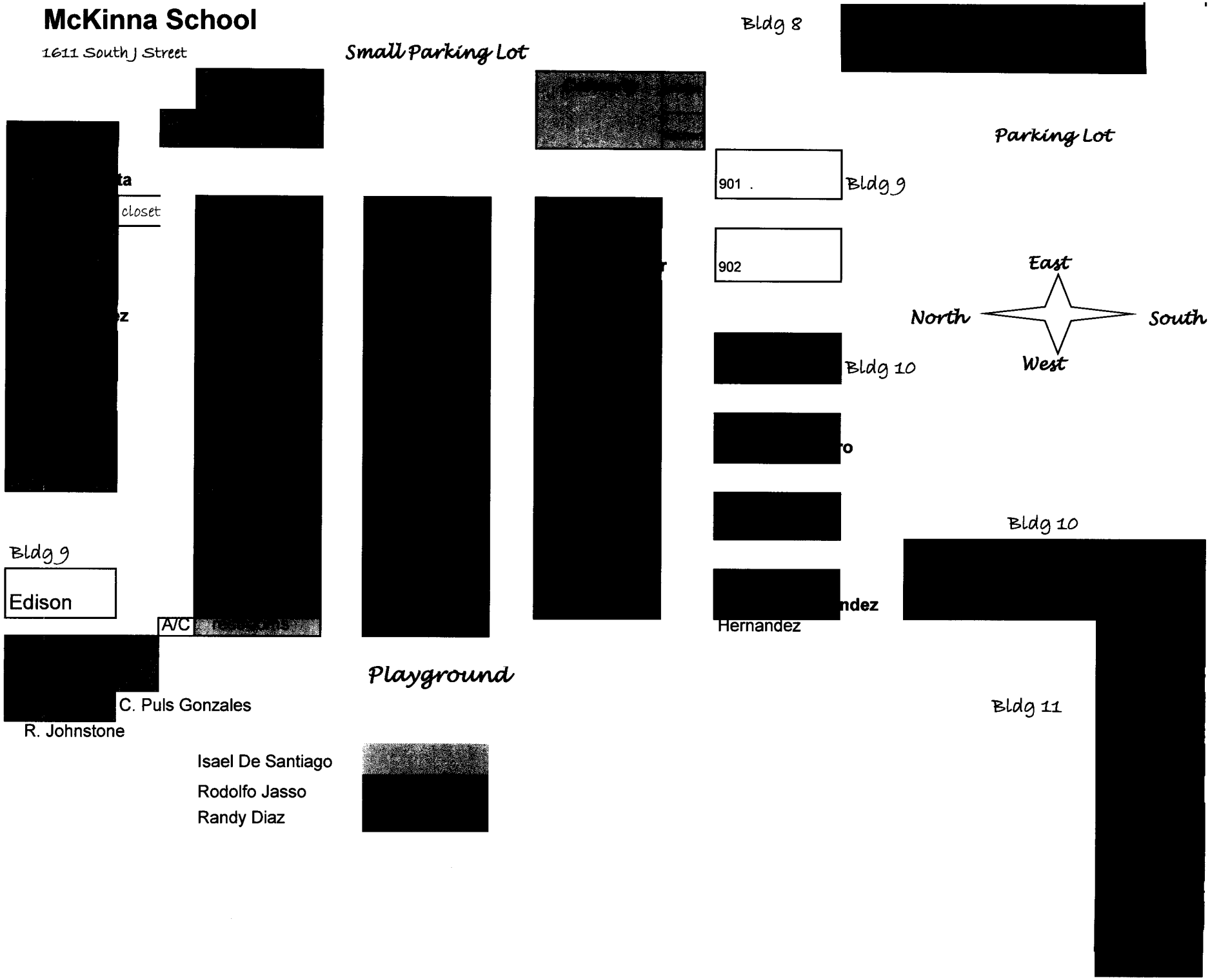
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

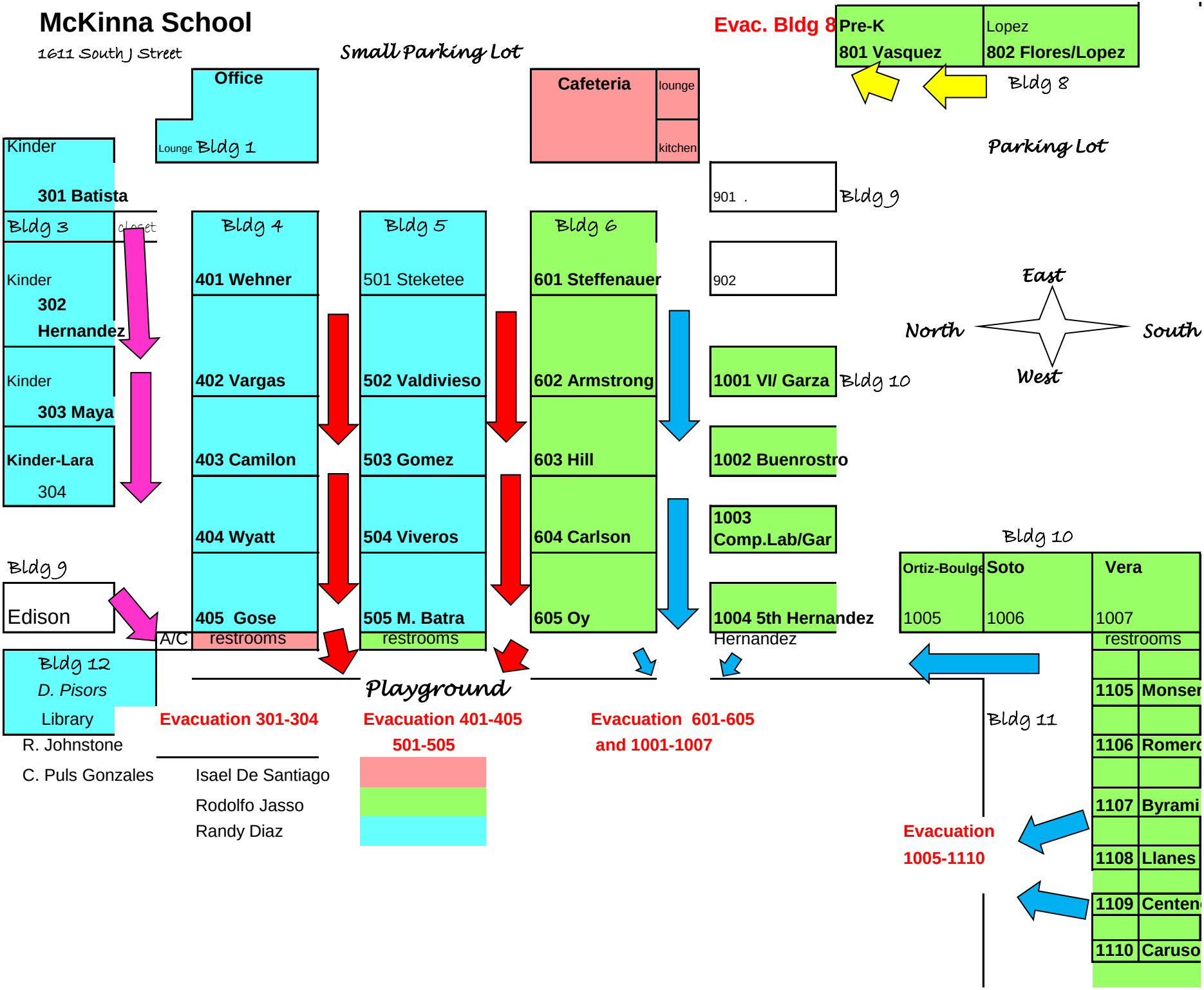
McKinna School

1611 South J Street



McKinna School

1611 South J Street



Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School: Ramona Elementary School
CDS Code: 56725386055362
District: Oxnard School District
Address: 804 Cooper Road
Oxnard, CA 93030
Date of Adoption: September 30, 2015

Approved by:

Name	Title	Signature	Date
Mary Arias Elisondo	Principal	M. Arias Elisondo	2/1/16
Ofc. Hanna Estrada	School Resource Officer	[illegible]	2/3/16
Cindy Morales	School Site Council Chair	Cindy Morales	2/3/16
Suzanne Shapiro	Site Safety Committee Representative	Suzanne Shapiro	2/1/16

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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 I, 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
Ramona Vision - Empowering Ramona Elementary Students to Achieve Excellence

Ramona Mission - To provide a safe and nurturing environment where students are empowered to become successful lifelong learners, reaching their academic and social potential.

Ramona School Commitment -
1. Teachers will guide students to become global citizens using technology and collaboration to develop critical, independent thinkers and leaders.
2. Students will accept the challenge and responsibility of becoming global citizens, and with determination, set and achieve goals.
3. The school will provide a supportive environment that addresses all needs of a student including nutrition, physical, and emotional safety and intellectual growth and development.
4. The school will provide opportunities for family and community partnerships through participation in school committees and events.

Components of the Comprehensive School Safety Plan (EC 32281)

Ramona Elementary School Safety Committee
Officer Hanna Estrada, Edith Marin (SOM), Claudia Casillas-Zuniga (ORC), Claudia Martinez (Counselor), Suzanne Shapiro (Teacher) and Mary Arias Elisondo (Principal)

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 Bonita and Cooper Streets. 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 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 monthly 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.

In the current school year, there has been an increase of student early arrival (prior to 7:40 am) and early/late pick-up by parents and child care providers.

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.

Drills
- SRO from OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly and provides feedback to Principal which will debrief with staff and do necessary changes
- Monthly Drills: Lockdown and Fire Drills
- Monthly Drills: Earthquake Drill

Traffic/ Safety Enforcement and Communication
- Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.
- Administration communicates with the community via meetings, letters, and connect-ed phone messaging system regarding reminders for safety and traffic regulations.

- The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

Repairs
- Minor repairs are made immediately through the lead custodian or work orders placed through the DO.
- Major changes may need to go through a process involving input from stakeholders which include the school's leadership team, staff, and parent groups.

Discipline and Behavior
- In order to ensure that students engage in safe behavior the school implements Lesson One and/or CHAMPS positive behavior support program. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Discipline is applied when the expectations are not adhered to.

Emergency Supplies
- Conduct an annual inventory of Emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks.
- EOP updated and have first aid supplies and search and rescue plan in place.
- Staff trained in Emergency Operations Plan/School Safety Plan.

Student Security-Closed Campus (or open campus)
- Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gate or through the office (when arriving after the late bell). Upon arrival all students enter through the gate located on Bonita Street located near the cafeteria. A Campus Aide is positioned at the gate to ensure only student and staff entry.
- Connect-eds, flyers and beginning of the year student informational packets inform parents that students are not to arrive prior to 7:40 am due to no supervision of students.
- 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.
- Students are dismissed at assigned gates at the end of the day.
- All adults picking up students before or after 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
All students at Ramona Elementary will be held to the Ramona Elementary dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy. The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (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 me 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 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:
The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas. Staff can contact School Resources Officer for support.

Objectives	Action Steps	Resources	Lead Person	Evaluation
To have all Staff trained in CHAMPs	Train all teachers, Playground Aides support staff in CHAMPs.	Training offered on-site, VCOE and/or through the district office.	Principal	Attendance of Staff to trainings
Implement CHAMPs in all classrooms	Staff to implement CHAMPs for classroom management focusing on establishing positive relationships and teaching expectations for appropriate behavior and academic performance.	CHAMPs book and CD School Counselor	Principal and Counselor	Classroom walk-throughs Referrals made to office data
Implement CHAMPs for common areas	Staff to implement CHAMPs for management focusing on establishing positive relationships and appropriate peer to peer interactions with redirection of negative behavior as needed.	CHAMPs book and CD School Counselor Weekly meeting	Principal and Counselor	Common area observations Weekly meeting feedback Referrals made to office data
Support Staff with discipline	Staff to review and adopt a progressive discipline plan.	CHAMPs Training and Resources	Principal	Feedback from Staff Feedback from parents Referrals made to the office data
Support Staff with classroom/site Progressive Discipline	Provide classroom/site Progressive Discipline	Progressive Discipline List/Chart	Principal and Counselor	Feedback from Staff Feedback from parents
Provide opportunities for students who need to deescalate a trained staff member to assist them.	Train Staff with NCPI Training	VCOE Training Site Funding	Principal and School Office Manager	Certificate of Completion
Provide opportunities for Staff to receive an EpiPen training.	Train staff with EpiPen Training	District Nurse (District Training)	Principal and School Office Manager	Certification of Completion
Increase attendance and decrease student tardies.	Revise Attendance Incentive Program	Current Incentive Program ORC School Funding	ORC	Staff feedback Student and Parent feedback
Provide organized activities for 1st graders during recess	Create a list of activities needed for students Purchase materials for recess activities	Staff	Principal and Counselor	Office Referrals

Objectives	Action Steps	Resources	Lead Person	Evaluation
Provide examples of exemplary behavior with student Leadership Team	Create a Leadership Team Purchase materials for Team	Staff	Counselor	Office Referrals

Component:
Safe Physical Environment

Element:
Implementation of Comprehensive School Safety Plan

Opportunity for Improvement:
Obtain items needed to implement drills and actual emergency procedures needed.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Provide emergency materials as needed	Take inventory of current supplies. Discuss with Committee items to be purchased. Purchase items	Current supplies School/ District funding	School Office Manager and Principal	Inventory Checklist
Preparation of staff and students for emergencies	Hold monthly emergency drills for fire, evacuation or lockdown	Site procedures	Principal	Log
Preparation for severe inclement weather, (i.e. El Nino)	Meet with Custodial, Support Staff, Teachers, Playground Aides to determine what supplies are needed. Determined procedures for ingress on heavy rain days. Communicate with parents procedures for heavy rain days.	School Funding Staff	Principal	Feedback from students, staff and parents
Provide furniture for students and staff that are safe (not broken)	Purchase furniture for staff and students	School Funding	Principal, Teachers, Staff	Feedback from students
Provide parents with support with providing procedures/structures for supporting academics and social interaction	Offer Loving Solutions Parent Workshops	School Funding	Principal, Site Counselor	Office Referrals Parent Feedback Student Feedback
Offer a student bus drop off and pick-up that minimizes traffic congestion and maximizes student and staff safety	Work with Transportation Department to revise drop off area Work with Risk Management Department and City of Oxnard to ensure correct painting/coding of curbs	Bus schedule	Principal	Feedback from students, staff and parent.
Provide Loaner Jacket Program to students on colder days	Inform students that jackets are available	Donation of 100 jackets	ORC	Feedback from students
Provide safe campus around perimeter of school	Affix "L" metal clamps on to cement	School Funding	School Office Manager	Feedback from computer

Component:
Disaster Preparedness

Element:
Campus Safety, Ingress/Egress and Emergency Preparedness

Opportunity for Improvement:
Drill for off-campus evacuation.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Conduct a safe egress and ingress of students during a drill to off-campus location	Review and train staff on Prepare students Communicate with parents	Flyers, Connect Ed Calls, one-on-one meetings Location and route selected Supplies on hand Staff trained	Principal	Feedback from students, parents and staff.
Provide communication access during an emergency with a mobile phone	Purchase a cellphone with prepaid minutes	Site funding	School Office Manager	Access to staff and Administration during an Emergency.
Prepare Staff and students for a disastrous emergency	Conduct a disaster emergency drill	Procedures for emergency preparedness	Principal	Feedback from students and staff.
Have backpacks filled with activities and snacks accessible to Staff and students during an emergency	Create a list of items needed for backpacks Purchase items for backpacks Prepare for parent contribution of backpacks	Example of backpacks available	Principal	Accessibility to backpack items

(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.

Students May Be Disciplined for the Following Reasons:
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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

Student Conduct, Concerns and Consequences

- Incentives are used to promote exemplary student conduct.

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. Student conduct which prevents students from learning or teachers from teaching, will not be tolerated.

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 PERSONALcellular 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

All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety. 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.

Safety Plan Appendices

Emergency Contact Numbers

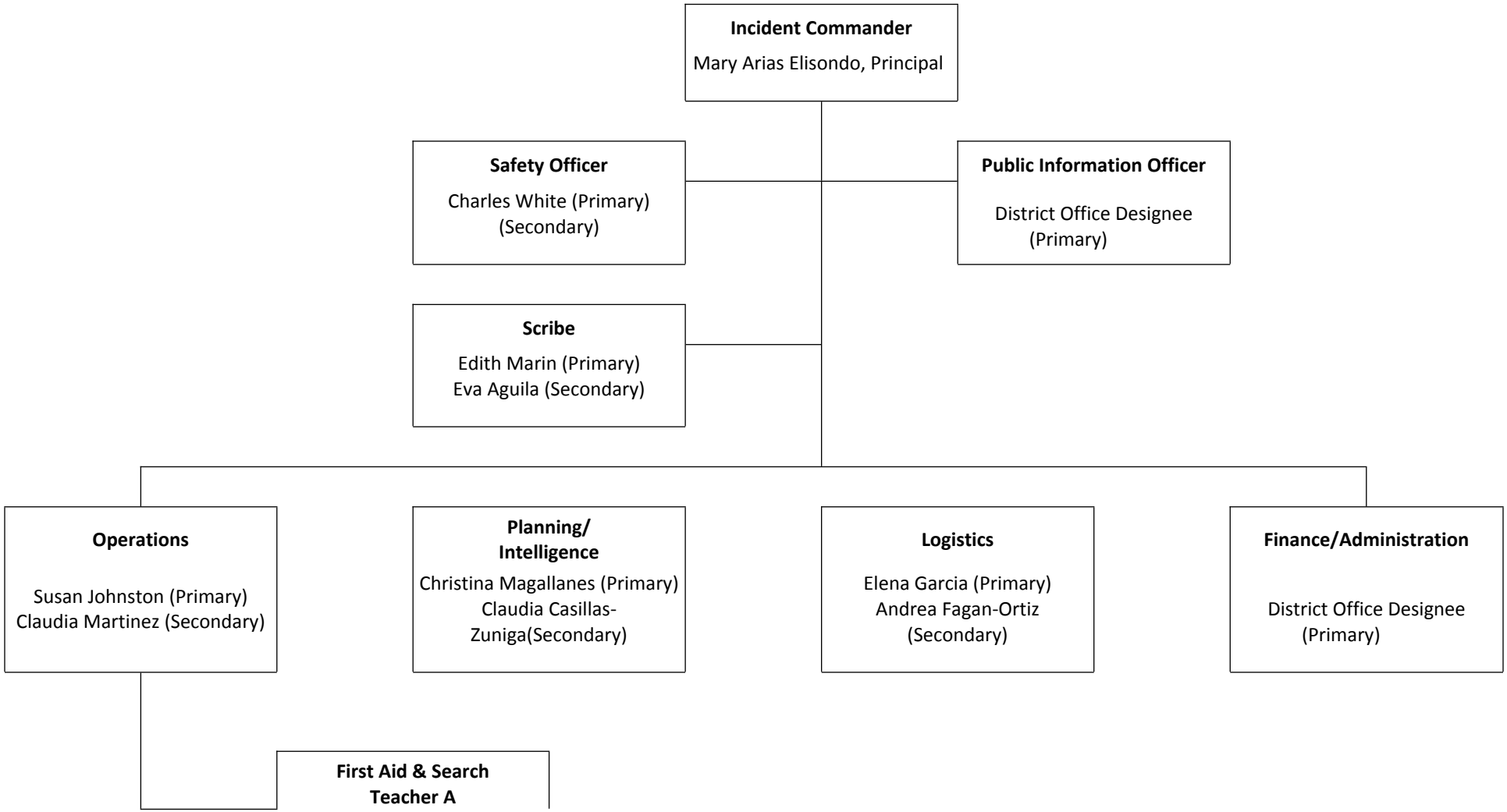
Utilities, Responders and Communication Resources

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)
In the winter 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, 2016	

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 I 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 Distict. 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. 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

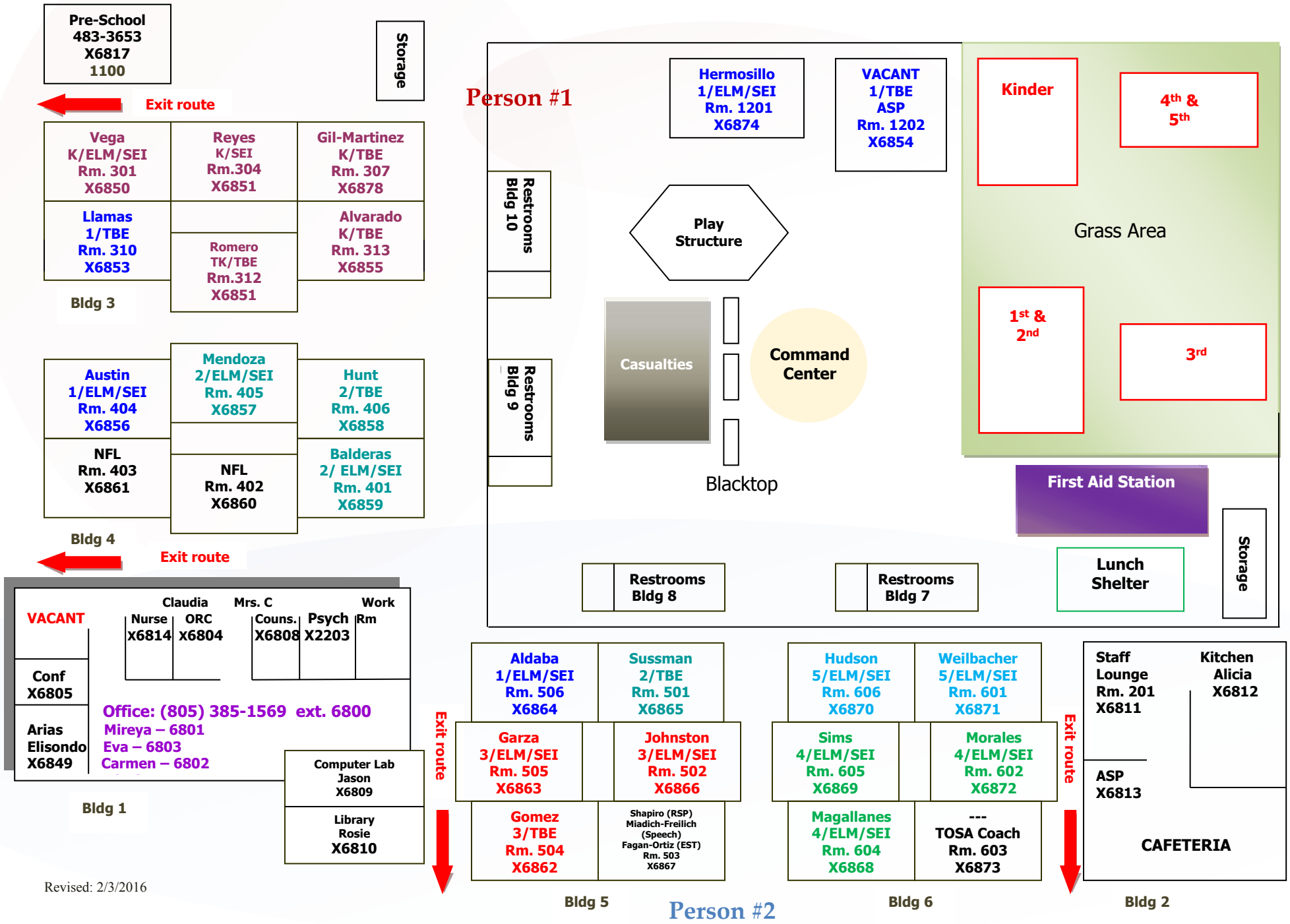
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, 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

Ramona Elementary School – Emergency Map



Revised: 2/3/2016

Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School: Emilie Ritchen Elementary School

CDS Code: 56725386110738

District: Oxnard School District

Address: 2200 Cabrillo Way
Oxnard, CA 93030

Date of Adoption: January 25, 2016

Approved by:

Name	Title	Signature	Date
Bertha M. Anguiano	Principal	B Anguiano	1/25/16
Pedro Rodriguez	SRO	AS223	1-26-16
Jacqueline Hernandez	SSC President	Jacqueline Hernandez	1-26-16
Pedro Flores	SSC member and ELAC Chair	Pedro Flores	1/26/16
Joanna Hart	1st Grade Teacher	J Hart	1-26-16
Barry Gaynor	3rd Grade Teacher	B Gaynor	1/26/16
Stephanie Almstrom	Counselor	S Almstrom	1/25/16
Erika Walker	1st Grade Teacher	E Walker	1/25/16
Tammy Smith	Extra Support Teacher 2nd-5th	T Smith	1/26/16

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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 I, 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 Ritchen Elementary School's office.

Safety Plan Vision

At Emilie Ritchen 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 in all students.

Components of the Comprehensive School Safety Plan (EC 32281)

Emilie Ritchen Elementary School Safety Committee
Bertha M. Anguiano (Principal), Pedro Rodriguez (SRO), Joanna Hart (Teacher), Barry Gaynor (Teacher), Stephanie Almstrom (Counselor), Erica Walker (Teacher), and Tammy Smith (Teacher).

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 change the drop off and pick up procedures to ensure student safety. This recommendation was put into effect last school year. The SRO regularly monitors scheduled Lockdown Drills and School Wide Evacuation Drills to ensure procedures are followed properly.

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 inspections 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 regarding reminders for safety and traffic regulations.

The Safety Committee meets on a regular basis to review all safety and security procedures and make any necessary recommendations and changes. Monthly drills including earthquake, fire and lockdown drills are practiced.

The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO. Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office. 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 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. 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 the families within the community.

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. All adults picking up students before regular dismissal are required to be on the student's Emergency Card, produce a valid Identification Card and be 18 years of age or older.

The OPD will conduct an annual threat assessment of the campus and make recommendations to principal and staff.

Principal designee will 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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual

orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
EMILIE RITCHEN SCHOOL DRESS POLICY

All students will be held to the Emilie Ritchen 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 and/or Guardians may be called 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 Ritchen 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. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire. Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1) All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school.

- Garments shall be sufficient to appropriately conceal undergarments at all times.
- Shoes should be comfortable for Physical Education.
- Articles of clothing, which display gang symbols, profanity or products, or slogans, which promote tobacco, alcohol, drugs; materially interfere with schoolwork; create disorder or disrupt the educational process are not allowed. Professional or collegiate team shirts will be allowed as our goal is to have students college and career ready and these items can support discussion and curiosity on the part of students to learn more about colleges.
- Metal accessories and jewelry that present a hazard to the health and safety are prohibited.
- Tank tops may not be worn even with a T-shirt underneath.
- 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 are acceptable. No hats are to be worn in the building.
- A belt with military type buckles oversized buckles or chains may not be worn. Belts must be appropriately fitted.
- Exceptions to the dress code can only be made for medical, health reasons, or religious beliefs.

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.
- Se debe usar zapatos comodos para educacion fisica.
- 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 Ritchen staff continually monitors the safety of all students upon arrival and dismissal from school and throughout the day. Routines and procedures are established for the arrival and dismissal of students. Traffic is monitored in the front of the school both before and after school and the asphalt and play area behind the school is supervised. 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, the 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 the sidewalk 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 driveway, 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 students arrive, they are to go to the playground or cafeteria immediately. No adults are to escort their children to the playground or are to enter the cafeteria.

No students are to arrive at school before 8:00AM unless a student is in a tutoring or other group before school and the office has been made aware of this in advance. Upon arrival, from 8:00 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, the 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 students must have a hall pass in their possession. All staff is responsible for monitoring hallways, restrooms, etc.

Visitors to the Emilie Ritchen 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 sfety	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 proivided	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.	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.	1. Treat assessment with OPD 2. Schedule quarterly lockdown drills 3.Ensure gate locks are working and used.	Treat Assessment	Principal Lead Custodian	Feedback from OPD
Communicate Safety Plans to the community	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 Ritchen 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 Ritchen School, we want our students to 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 for Students

Be regular in school attendance and be on time.
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 disturb 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.
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, 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 January of each year or when requested by District Office Personnel and is approved by SSC.

Safety Plan Appendices

Emergency Contact Numbers

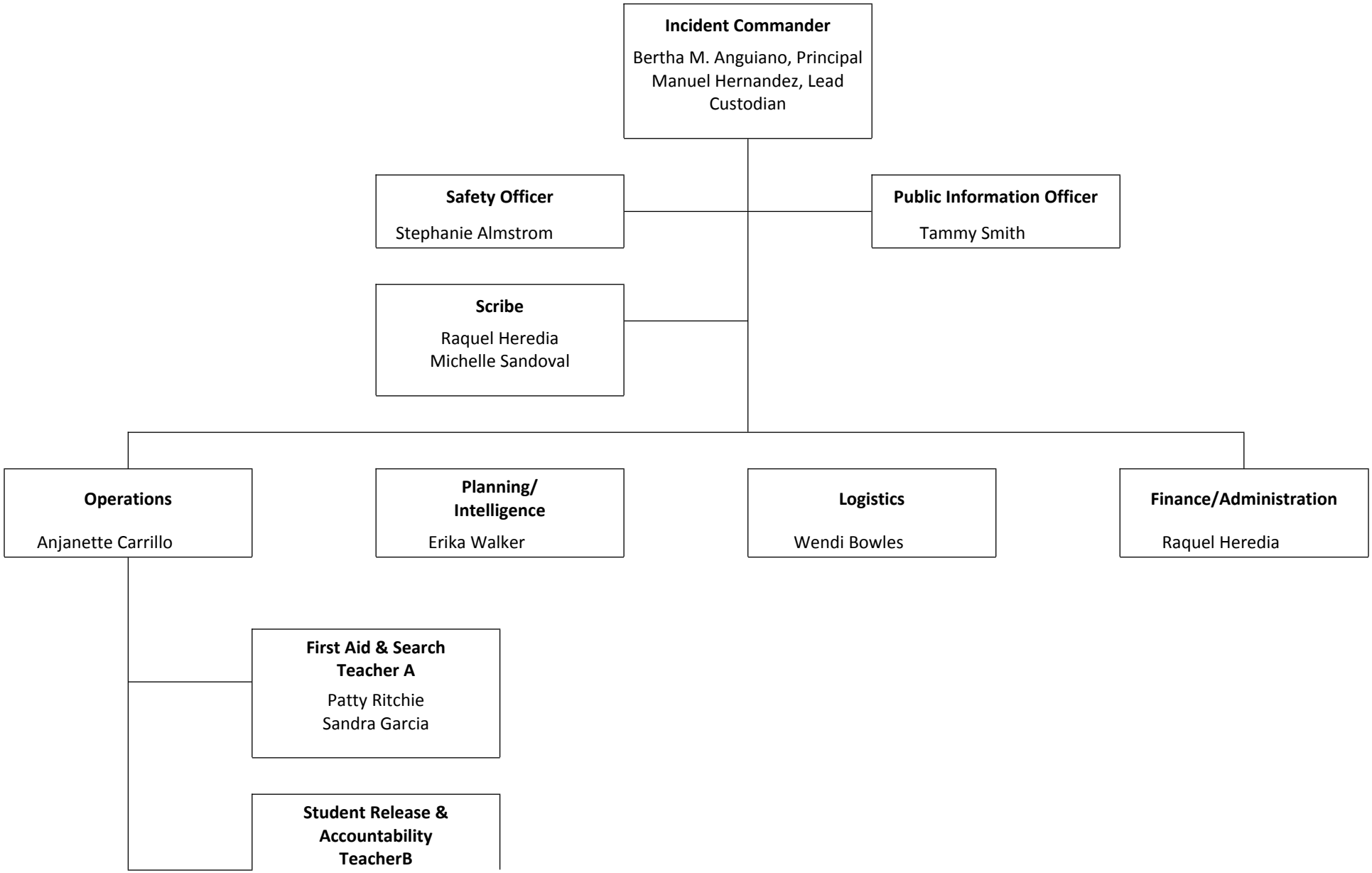
Utilities, Responders and Communication Resources

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 January of each year or when requested by District Office Personnel and is approved by SSC.	August 2015	
Review plan with Leadership Team, Safety Committee and ELAC Committees.	January 2016	
Review plan with safety committee at each regularly scheduled meeting.	Bi-Monthly from September 2015 to June 2016	
Annual plan update to be completed.	February 2016	School Site Council Meeting, Ritchen Library

Emilie Ritchen 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 I 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 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' responses to any emergency/disaster are 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 Distict. 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 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) 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, 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 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.

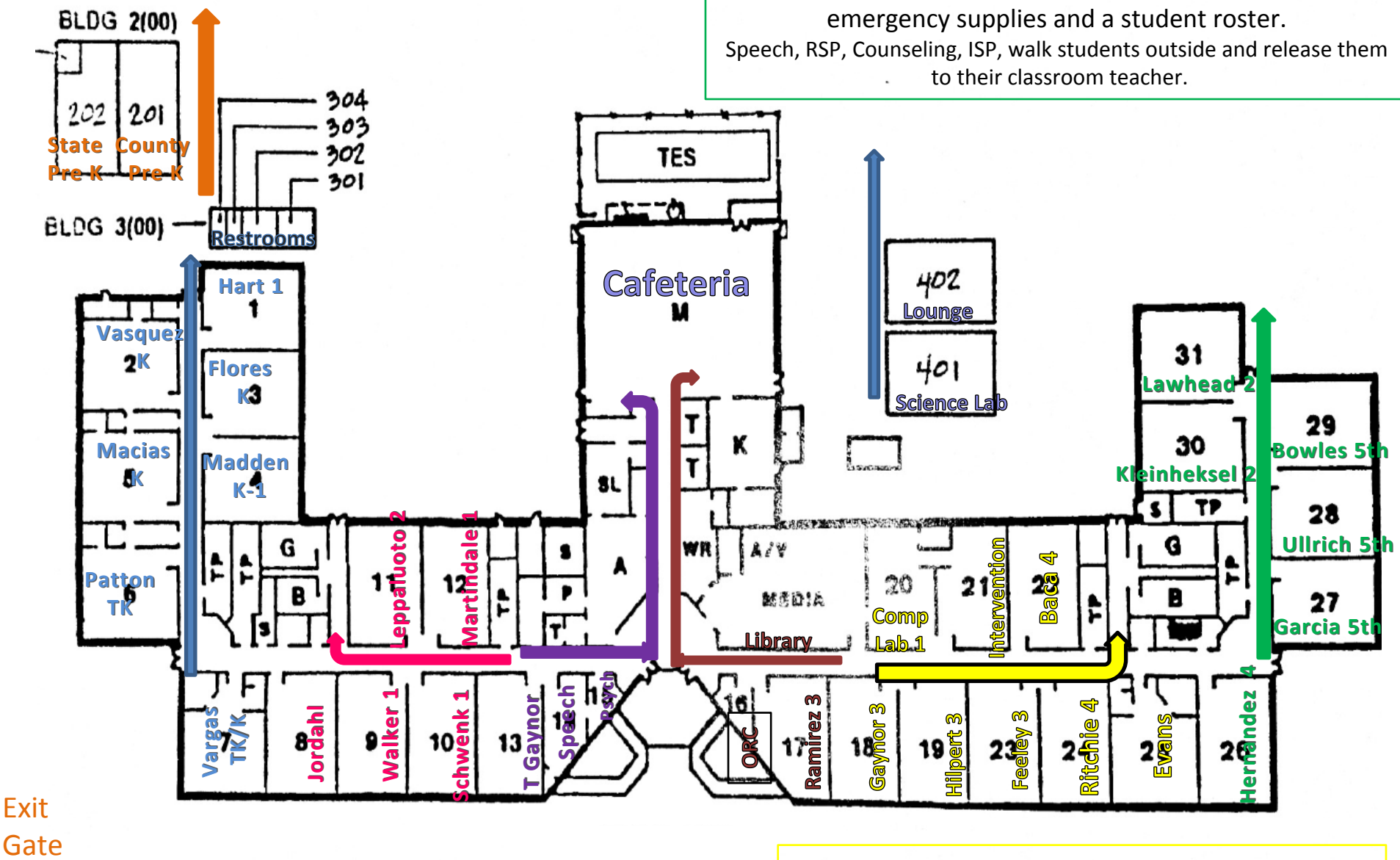
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Line up at your classroom number with your emergency supplies and a student roster.

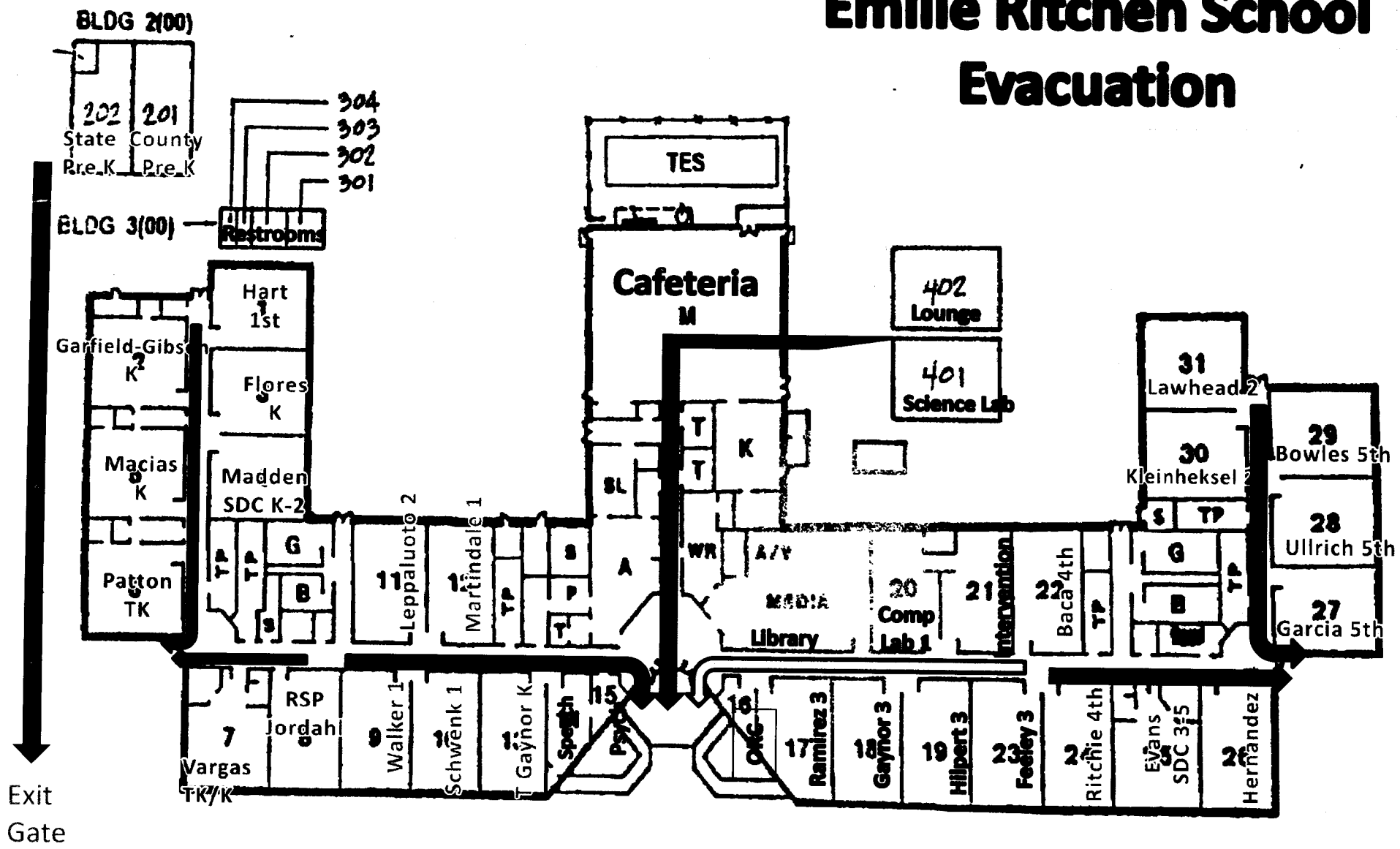
Speech, RSP, Counseling, ISP, walk students outside and release them to their classroom teacher.



Exit Gate

Emilie Ritchen School Fire Drill

Emilie Ritchen School Evacuation



Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School:	Rose Avenue Elementary-The School of Science and Wellness
CDS Code:	56725386055370
District:	Oxnard School District
Address:	220 South Driskill Street Oxnard, CA 93030
Date of Adoption:	2015-2016

Approved by:

Name	Title	Signature	Date
Shannon Coletti	Principal	Shannon Coletti	1-25-16
Robert Yenney	Teacher	[illegible]	1-25-16
Raquel Rodriquez	Outreach	[illegible]	1-25-16
Roger Wright	Resource	[illegible]	1-25-16
Jo Ann Olivares	Secretary	[illegible]	1-25-16
Susie Ultreras	Attendance	Susie Ultreras	1-25-16
Gene Figueroa	Coach	[illegible]	1-25-16
Hannah Estrada	SRO School Resource Officer	[illegible]	1-25-16
Mr. Ordaz	Assistant Principal	Pablo Ordaz	1-25-16

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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 I, 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-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, The School of Science and Wellness, 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, The School of Science and Wellness, 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-The School of Science and Wellness Safety Committee
Principal, Dr. Shannon Coletti, Assistant Principal, Mr. Pablo Ordaz,Bilingual Teacher, Mr. Robert Yenney, Outreach Consultant, Mrs. Raquel Rodriguez, Resource Teacher, Mr. Roger Wright,Academic Coach, Mr. Gene Figueroa, Attendance Technician, Mrs. Susie Ulteras, Intermediate Secretary, Mrs. JoAnn Olivares and Officer Hannah Estrada

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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1) California Education Code Title V. 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering. Students may not wear clothing or hairstyles that will be disruptive to the educational process.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

1. 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:
"Positive School Climate" The school culture promotes and supports the academic, physical, social, emotional, and behavioral skill development and engagement of students.

Element:
"School-wide Positive Behavior Support" 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:
"Site Based Response" 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.	
Implement the techniques & strategies learned from CHAMPS.	Rose Avenue staff and students will implement the program on a regular basis.	CHAMPS committee	Dr. Coletti, Mr. Ordaz and Rose Avenue staff.	

Component:
"School's Safe Physical Environment" The school culture promotes and supports the academic, physical, social, emotional, and behavioral skill development and engagement of students.

Element:
"Safe School Environment" 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:
"Site Based Response" 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
Rose Avenue certificated and classified staff will be trained in CHAMPS.	Leadership team will attend professional development.	VCOE	Dr. Coletti and Mr. Ordaz	Classroom evidence by observation and classroom walk-throughs.

Component:
"Disaster Preparedness" The school culture promotes and supports the academic, physical, social, emotional, and behavioral skill development and engagement of students.

Element:
"School Safety" 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:
"Site Based Response" 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-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. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

We want our students to develop a sense of values and to become:

Caring
Honest
Responsible
Well mannered and courteous
Respectful
Knowledgeable of right and wrong
Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.
Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
Promote overall school safety and security for each student.
Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

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 is 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 subjest 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

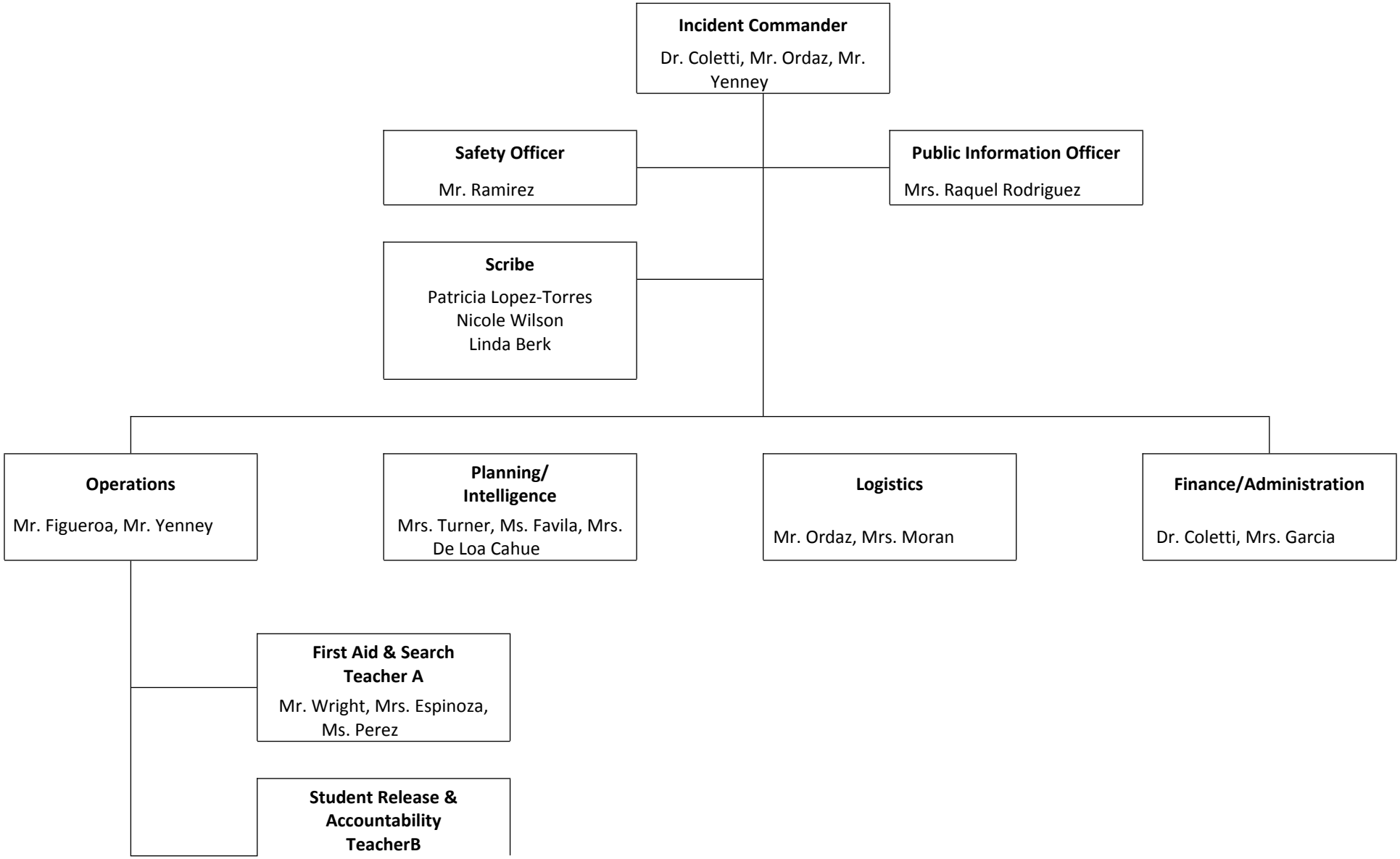
Utilities, Responders and Communication Resources

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	(805) 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	(805) 988-2500	
Local Hospitals	Ventura County Medical Center	(805)652-6000	
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 the 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.	September 2015	
October/Review Plan	October 2015	
November/Review Plan with PTA	November 16, 2015	
December/Review Plan	December 2015	
January/Review Plan/School Site Council Approval	January 2016	
February/Review Plan	February 2016	
March/Review Plan with ELAC Board	March 2016	
April/Review Plan	April 2016	
May/Review Plan/Final draft for the following school year	May 2016	
June/Review Plan and make last revision/Present to school site council	June 2016	

Rose Avenue Elementary-The School of Science and Wellness Incident Command System



Mrs. Ultreras, Mrs. Rosa Garcia

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 I 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 Distict. 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 pearce 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.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.

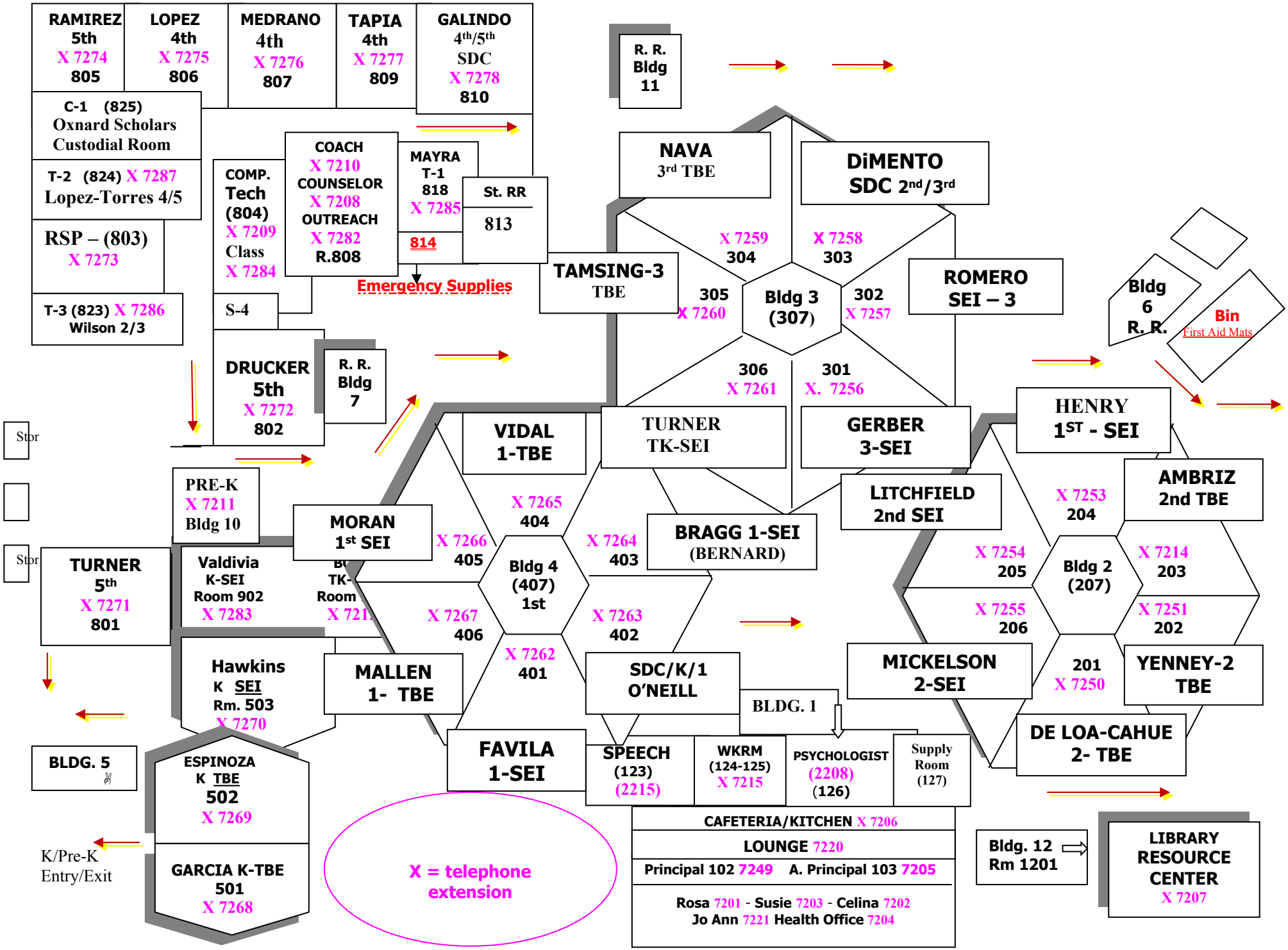
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Revised: 10/30/2015



Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
School Year

School: Sierra Linda Elementary School

CDS Code: 56725386055388

District: Oxnard School District

Address: 2201 Jasmine Avenue
Oxnard, CA 93036

Date of Adoption: FEBRUARY 17, 2016

Approved by:

Name	Title	Signature	Date
Sally Wennes	Principal	Sally Wennes	2/5/16
Mary Marx	SSC/Chairperson	Mary Marx	2/5/16
Susana Luna	Counselor	Susana Luna	2/5/16
Pedro Rodriguez	SRO/OXPD	H. Estrada H. ESTRADA	2/8/16

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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 I, 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 and safe educational community.

Components of the Comprehensive School Safety Plan (EC 32281)

Sierra Linda Elementary School Safety Committee
Sally Wennes, Principal; Rosana Valdez, School Office Manager; Lynn Pauley, Teacher; Susana Luna, Counselor; Elva Serrato, ORC; Jesus Espinoza, Lead Custodian

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.

The school is closed to all adults unless they checked in with the office and receive 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 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 SRO is present for whole school lockdown drill. Monitoring and providing support

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 Lead Custodian and the Principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders to the district office.

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 change

Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.

Administration communicates with the community via meetings, letters, and connect-ed phone messaging system regarding reminders for safety and traffic regulations.

The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

SRO from OPD attends lockdown drills scheduled by school staff to ensure that procedures are followed properly, providing feedback to Principal which will debrief with staff and do necessary changes.

Monthly Drills are conducted regularly: Earthquake (quarterly) and Fire Drills (monthly)

In order to ensure that students engage in safe behavior the school implements Lesson One and/or CHAMPS positive behavior support program. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Discipline is applied when the expectations are not adhered to.

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.

Conduct an annual inventory of Emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks.

Emergency Operations Planh updated and have first aid supplies and search and rescue plan in place.

Staff trained in Emergency Operations Plan/School Safety Plan

The school is closed to all adults unless they checked in with the office and receive 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 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.

Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gate or through the office (when arriving after the late bell).

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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

Procedures are in place to allow a public agency, includingthe American Red Cross, to use school buildings, grounds, andequipment for mass care and welfare shelters during disasters orother emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency infurnishing 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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the

information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
SIERRA LINDA SCHOOL DRESS POLICY
All students will be held to the Sierra Linda School Dress Policy. 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 enter through the front gates only, and will exit through the front gates in front and behind the office.
- Kindergarten and bus students exit through the kindergarten fence.
- 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
- Students taking bus home line up inside the kindergarten playground until the bus arrives and are then escorted to the bus.
- Teachers supervise classes out for safe and orderly dismissal.
- Teachers monitor high traffic areas at dismissal (bus area, street corner, parking lot crossing area)

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:
Positive School Climate

Element:
School Wide Positive Behavior Support

Opportunity for Improvement:
Students should follow the elements of the Pledge for Success/CHAMPS daily

Objectives	Action Steps	Resources	Lead Person	Evaluation
The school uses a proactive and positive approach to management of student behavior (CHAMPS/Lesson One) with clear expectations and structures in place in classrooms and common areas.	Daily review of pledge during opening; further discussion during family time; review of rules and expectations	Posters in classroom and common areas	Principal	Walk through observations
Parents shall be made aware of student behavior plans and expectations	Information shared with parents at Coffee With the Principal, ELAC, PTA, and School Site Council Meetings.	Space available for meeting	Principal	Parent awareness of expectations
Teachers trained on CHAMPS	Teachers will be trained on the implementation of CHAMPS.	Meeting time	Principal, Teachers	Attendance, follow through of implementation.
Students will be disciplined accordingly, according to Education Codes.	Discipline from teacher/principal/designee	Referral forms, Q documentation	Principal, Designee	Monitoring of student behavior

Component:
Disaster Plan

Element:
Safe School Environment

Opportunity for Improvement:
Staff needs to review emergency drills, disaster plan (FEMA) and lockdown procedures

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff to become trained in FEMA	Video course to be taken by all staff	Website for video course	Principal	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	Principal	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	Principal	Staff knowing what to do during a lockdown
Staff conducts monthly drills for evacuation; quarterly drills for earthquake, and annual lockdown drills.	Review procedure with staff, conduct drills	Evacuation map, emergency backpacks	Principal	Completion and observation of drill procedure

Component:
School's Safe Physical Environment

Element:
School Safety

Opportunity for Improvement:
Gates need to be closed during the school day, not allowing for openings into the parking lots.

Objectives	Action Steps	Resources	Lead Person	Evaluation
All gates need to be closed and locked after entry into school or exit from school	Signs posted on the gates	Copies/Publications Campus Supervision Schedule for monitoring in the mornings	Principal/Teachers/Staff Members	Gates closed and locked
Reminding staff of procedures when they enter or leave campus, ensuring that gates are closed and locked behind them if they enter from a side gate.	Reminders in bulletin and via email or face to face with individuals.	Weekly bulletin	Principal	Gates closed and locked
Gates monitored by staff during delivery of food or supplies through back gate	Reminders to staff to close and lock the gates or have a staff member monitor gate during delivery so that students do not go out during the day.	Weekly bulletin reminder	Principal, staff members	Gates closed and locked

(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 is 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:
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.
4. Committing or attempting to commit a sexual assault.
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 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, and the SRO may be called.

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

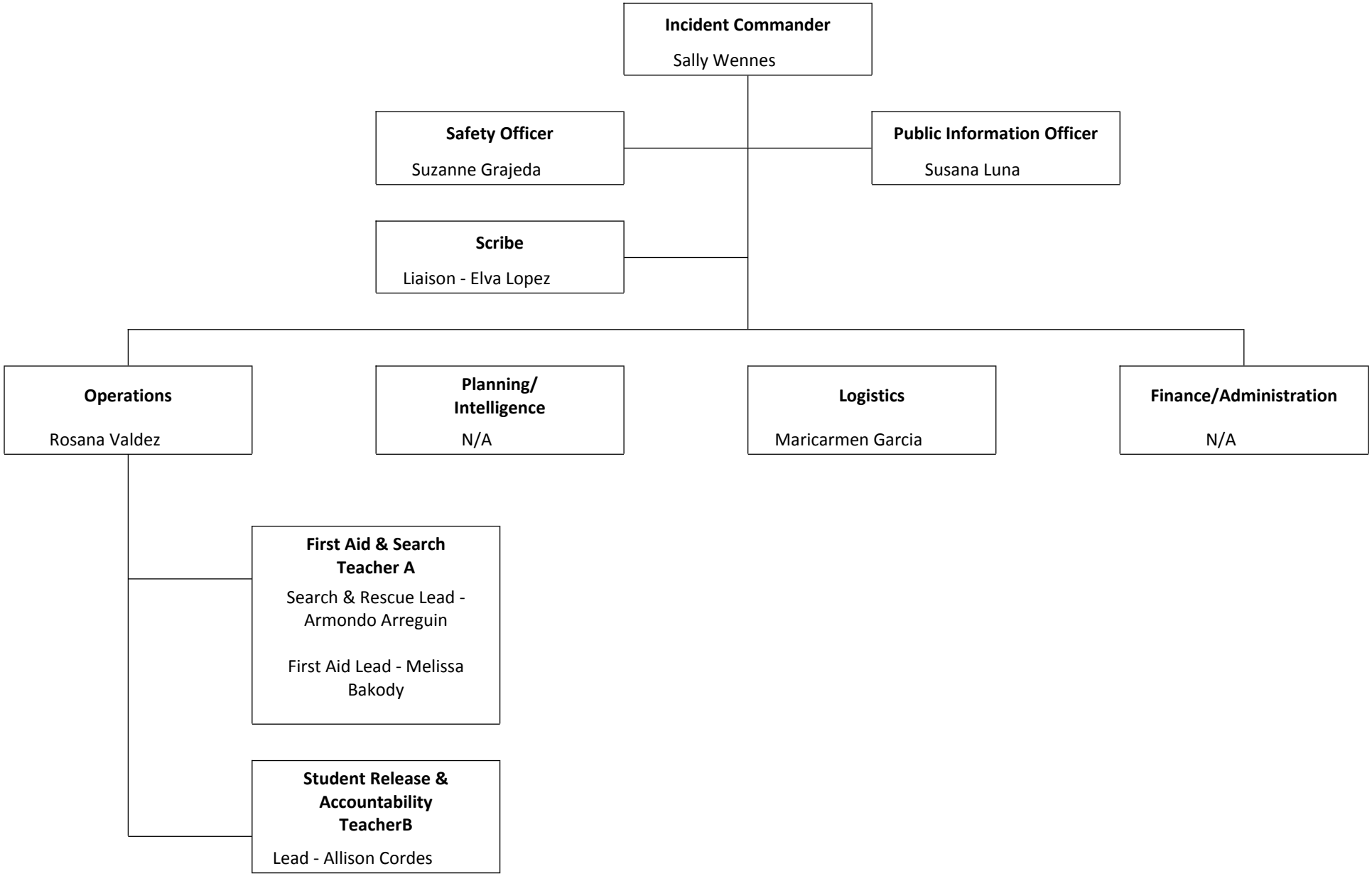
Utilities, Responders and Communication Resources

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 regurlary scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	March, 2016 (review with staff)	
Plan will be distributed to Safety Plan Committee Members for review and revision	January, 2016	
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.	March, 2016	

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 during the 2015-2016 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 I 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 Distict. 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, a 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.

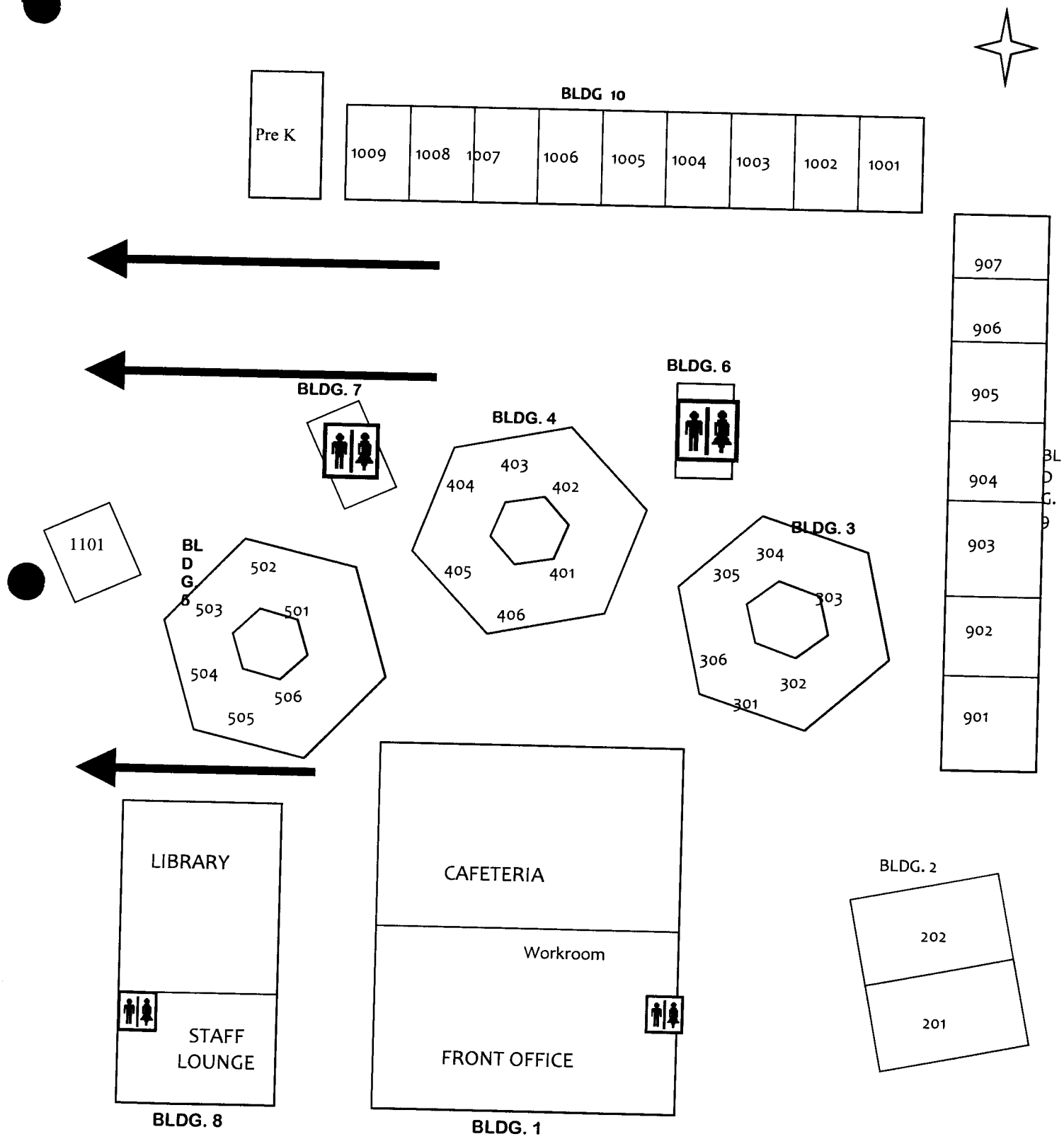
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Sierra Linda Elementary School Safe School Plan



Comprehensive School Safety Plan
SB 187 Compliance Document

2015-2016
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 2, 2016

Approved by:

Name	Title	Signature	Date
Aracely Fox	Principal		2/2/16
Pam Cwiklo	Assistant Principal		2/2/16
Maria Magana	ORC/Classified Rep		2/2/16
Pedro Rodriguez	Student Resource Officer	H. ESTRADA	2/8/16
Argelia Tellez	Office Manager		2/2/16
Alicia Serrato	Attendance Clerk	Alicia Serrato	2/2/16
Sheryl Fiddler	School Psychologist		2/2/16
Martiza Loya	School Counelor	Martiza Loya	2/2/16
Maria Ayala	Teacher		2/2/16
Kori Lauchland	Teacher		2/2/16
Everardo Rivera	SSC Chairperson		2 Feb 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 I, 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

Providing a happy, caring, clean, safe and stimulating environment through the integration of Technology, Arts and Language where children will achieve their fullest potential.

Components of the Comprehensive School Safety Plan (EC 32281)

Juan Lagunas Soria Elementary School Safety Committee
Aracely Fox, Pam Cwiklo, Maria Magana, Pedro Rodriguez, Alicia Serrato, Argelia Tellez, Sheryl Fiddler, Kori Lauchland, Maria Ayala

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.
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)
Maintaining a Safe Campus:

- The site will receive input from OPD and Risk Management
- SRO conducted a security inspection of campus with the principal
- SRO is involved and present in evacuation drills as well as lock down drills
- Risk Management conducts a safety inspection of the campus on a yearly basis. A report is submitted and necessary changes are made.
- The Schools' Lead Custodian and the Site Principal will conduct monthly safety inspections and will submit a report to the District Office.
- Safety issues are reported by staff to the administration and issues are handled by the lead custodian or through work orders to the district office.
- The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies
- The site provides ongoing Safety Training for all Staff
- All Office Staff has been trained on proper protocols when checking students out of school- board policy is followed
- Regular Drills are conducted; Earthquake, Lock-down, Evacuation, and Fire Drills
- Campus Supervisors have been trained by OPD to cross students before/after school (Pedestrian Crosswalks)
- Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal
- The Safety Committee meets regularly to review all safety and security procedures and make necessary recommendations and changes

Emergency Supplies:

- An annual inventory is conducted of all the Emergency Equipment
- All Emergency Equipment is replenished as needed

Parent and Community Outreach:

- The site will provide a parent safety-education night
- Parents and community will be informed of safety procedures through newsletters, Ed-Connects, and meetings
- The School Principal will update SSC and ELAC members of the School's Safety Plan.
- The Site is a Closed Campus, all visitors must check in with the office and obtain a visitor's badge

Student Supervision:

- The Site Provides adequate student supervision before school, after school, lunch and recess
- Campus Supervisors receive on-going training

Discipline and Behavior:

- The School has adopted CHAMPS as a school wide positive behavior support program
- Administration will meet with students once every trimester to go over school rules and expectations
- The School's ORC and Counselor support teachers with CHAMPS in the Classroom
- Administration holds monthly "town hall" meetings with middle school students to discuss student behavior
- The School's Counselor and ORC will provide Social Skills Groups targeting bullying, decision making and motivation
- The School provides students with an online reporting bullying program

- The School's Counselor and ORC meet with middle school students once a month to reinforce "Victim Proof Behavior"
- The School Counselor and ORC will use 2nd Step Curriculum for grades 2-6 to teach and promote positive behavior

(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."

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills.

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

Disaster Plan (See Appendix C-F)

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.

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 infurnishing 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.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES
Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION
Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.
(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.
(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students will be held to the Soria School Dress Policy. Students who violate the dress policy wll 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 Eduction 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 8:20-1:40 (Kindergarten), 8:40 am to 2:50 pm (1-5) and 8:35 – 3:03 (6-8). 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. 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 specalist.
- 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, crificted 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:
School Wide 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	• Aztec Attendance Club • Monthly, trimester, end of the year, reward attendance program • Weekly parent communication • Attendance Mediation	-PTA and ASB funding support	• ORC • Attendance Technician • School Administration	• Improved attendance
Create social support for students	• Social Skills Building Groups • One on One Counseling • Daily Check in with Students • Crisis Intervention • Second Step • Shining Stars • Parenting Classes	• Pupil Services • Site Funds	• School Counselor • ORC	Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals
School wide behavior expectation strategies	• Full implementation of CHAMPS • Second Step • CHAMPS assemblies for students	• On-going CHAMPS training • RTI Trainings • Pupil Services	• 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	• Bullying Assemblies • Training • Second Step • Buddy Bench • OPD Cyber bullying	• PTA support for Assemblies • Site funding • Pupil Services for Curriculum	• 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 and in proper working order	District/Facilities	• 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	• Administration • Lead Custodian	Review monthly report and submit work orders as needed

Component:
Emergency Preparedness

Element:
School Safety

Opportunity for Improvement:
Ensure all staff and students are prepared for an emergency

Objectives	Action Steps	Resources	Lead Person	Evaluation
The students will know what to do in case of an emergency earthquake, fire, or lockdown.	Monthly Drills	Emergency Equipment	School Administration/Teachers	Log of Monthly Drills
Have available adequate Emergency Equipment	Yearly Inventory of Emergency Equipment	Emergency Equipment	Custodian/School Administration	Checklist of supplies on site/needed supplies
Teachers and staff are knowledgeable about their roles in case of an emergency.	Discuss Safety Plan at Staff Meeting Have staff training in Emergency Procedures		School Administration	Staff Meeting Agendas Professional Development Logs

(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

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis, the committee will make any necessary changes and adjustments in order to ensure the safety of students and staff members. All changes are communicated to all stakeholders via meetings, ed-connects and memos. The plan is reviewed in February and updated in March. The SSC approves the Safety Plan on yearly basis.

Safety Plan Appendices

Emergency Contact Numbers

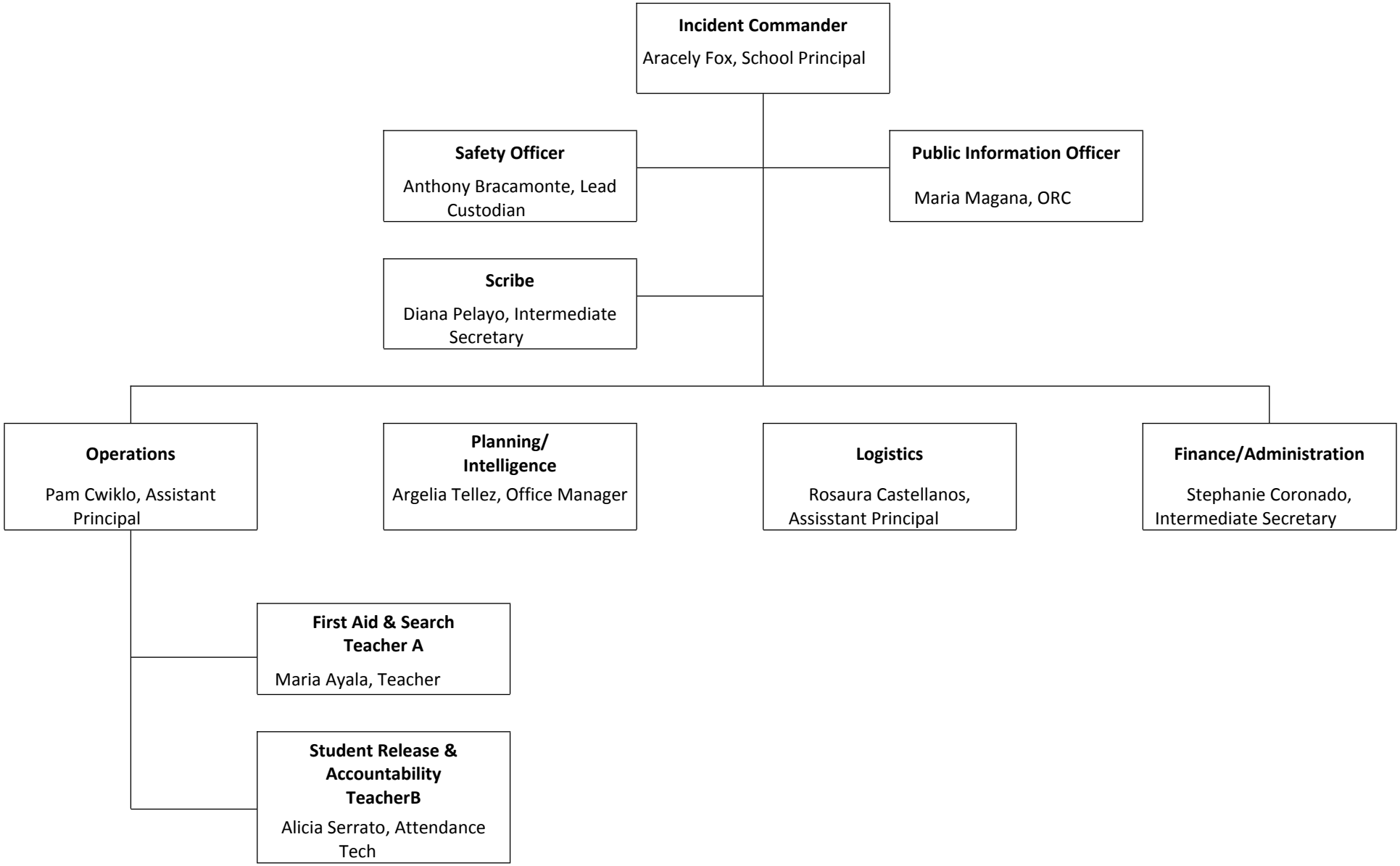
Utilities, Responders and Communication Resources

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)
Meet with Safety Committee	December 12, 2015	Agenda/ Sign-In Sheet
Safety Committee will Replenish and Organize Safety Materials	December 21, 2015	Agenda/ Sign-In Sheet
Review Safety Plan with Staff	February 16, 2016	Agenda/ Sign-In Sheet
Review and Approval of the Safety Plan by SSC	February 2, 2016	Agenda/ Sign-In Sheet
Review Safety Plan with ELAC	February 3, 2016	Agenda/ Sign-In Sheet
Parent Meeting to Review Safety Plan and Procedures	February 17, 2016	Agenda/ Sign-In Sheet
Parent School Safety Brochure Sent Home to all Parents/Guardians	February 18, 2016	Agenda/ Sign-In Sheet
Student Assemblies to inform students of Safety Procedures	February 2016	Power Point Presentation
Safety Meeting Committee and Fire Marshall to Review Plan	March 2, 2016	Agenda/ Sign-In Sheet
Meet with Safety Committee to review the School's Safety Plan	March 2, 2016	Agenda/ Sign-In Sheet

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 I 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 Distict. 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 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 (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.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

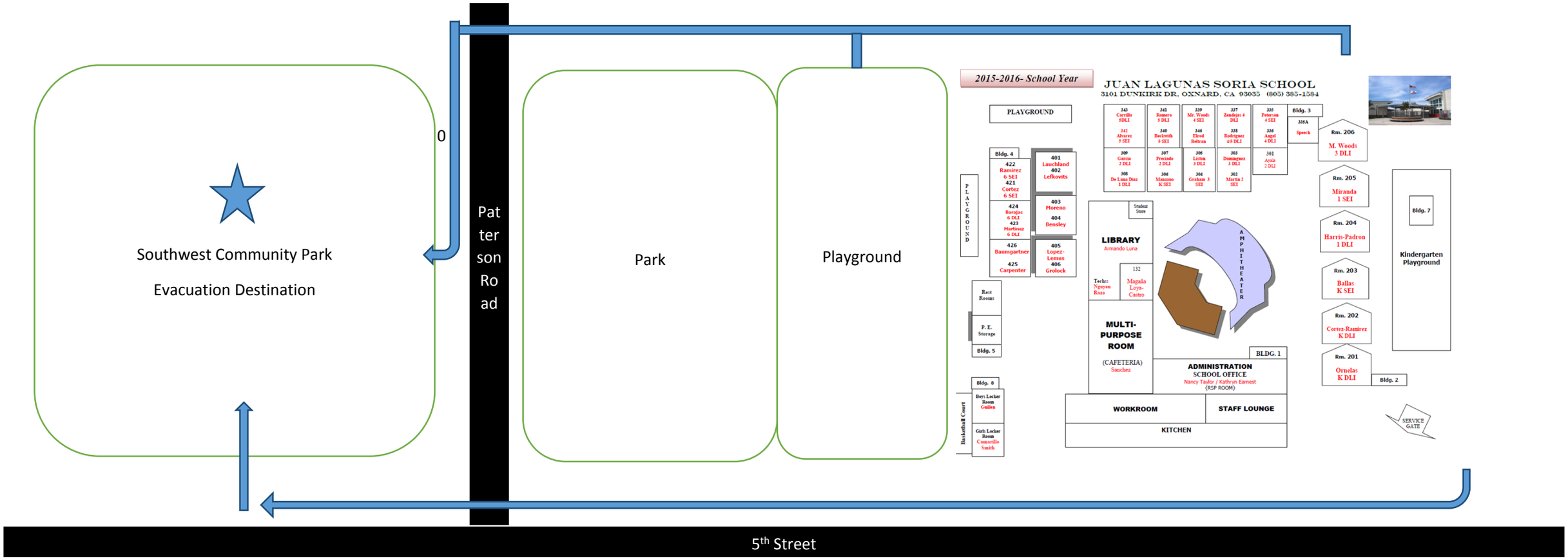
The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

*Building 1 & 2 – Exit through the front of the school, walk on 5th Street sidewalk toward Southwest Community Park, evacuation site

*Building 3 – Exit through the Dunkirk Gate by the flag pole, and walk toward the Southwest Community Park, evacuation site

*Building 4-6, 8 - Exit through the Dunkirk Gate by the blacktop exit, and walk toward the Southwest Community Park, evacuation site



Juan Soria School Evacuation Map to Southwest Community Park

2015-2016- School Year

Juan Lagunas Soria School

3101 Dunkirk Dr, Oxnard, CA 93035 (805) 385-1584

PLAYGROUND

PLAYGROUND

Bldg. 4

422 Ramirez 6 SEI
421 Cortez 6 SEI

401 Lauchland
402 Lefkovits

424 Barajas 6 DLI
423 Martinez 6 DLI

403 Moreno
404 Bensley

426 Baumgartner
425 Carpenter

405 Lopez-Lemus
406 Grolock

Rest Rooms

P. E. Storage

Bldg. 5

Bldg. 8

Basketball Court

Boys Locker Room Guillen

Girls Locker Room Camarillo Smith

343 Carrillo 5DLI
342 Alvarez 5 SEI

341 Romero 5 DLI
340 Beckwith 5 SEI

339 Mr. Woods 4 SEI
346 Elrod Beltran

337 Zendejas 4 DLI
338 Rodriguez 4/5 DLI

335 Peterson 4 SEI
336 Angel 4 DLI

Bldg. 3

335A Speech

309 Garcia 2 DLI
308 De Luna Diaz 1 DLI

307 Preciado 2 DLI
306 Manzano K SEI

305 Liston 3 DLI
304 Graham 3 SEI

303 Dominguez 3 DLI
302 Martin 2 SEI

301 Ayala 2 DLI

Rm. 206 M. Woods 3 DLI

Rm. 205 Miranda 1 SEI

Rm. 204 Harris-Padron 1 DLI

Rm. 203 Ballas K SEI

Rm. 202 Cortez-Ramirez K DLI

Rm. 201 Ornelas K DLI

Bldg. 2

Bldg. 7

Kindergarten Playground

Student Store

LIBRARY
Armando Luna

Techs: Nguyen Razo

132 Magaña Loya-Castro

AMPHITHEATER

MULTI-PURPOSE ROOM
(CAFETERIA)
Sanchez

BLDG. 1

ADMINISTRATION
SCHOOL OFFICE
Nancy Taylor / Catherine Islas
{RSP ROOM}

WORKROOM

STAFF LOUNGE

KITCHEN

SERVICE GATE

BOARD AGENDA ITEM

Name of Contributor(s): Morales/Cline/CFW **Date of Meeting:** 2/17/16

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _X_
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Presentation on Master Construct Program by Caldwell Flores Winters, Inc. (Morales/Cline/CFW)

The Oxnard School District (District) has commissioned Caldwell Flores Winters, Inc. (CFW) to develop a Master Construct Program that draws from the District's Facilities Master Plan and Measure "R" Facilities Implementation Program to establish the next level of school facility improvement. The goal of the Master Construct Program is to build upon the Measure "R" Implementation Program by identifying additional resources and projects required to meet the District's goals.

Through a series of Board workshops, CFW has presented the Board with background data and analysis for Board consideration including additional improvement options. Improvement options presented to the Board include:

- Site options for new K-5, 6-8, and District administration facilities
- School site facility replacement options for older K-5 schools
- School level improvement options for existing K-8 school facilities
- Additional support facility improvements at remaining K-5 schools
- Required alternate funding levels

The Master Construct Program works to layer project improvements in a way that meets the District's needs, maximizes State aid reimbursements from completed projects and allows the program to be enhanced and extended, where possible. A Master Construct Program report is presented that includes a recommended plan for facilities implementation.

FISCAL IMPACT:
None

RECOMMENDATION:
It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees review and discuss the presented Master Construct Program report.

ADDITIONAL MATERIAL(S):

- Master Construct Program report by Caldwell Flores Winters, Inc.

February 2016

OXNARD SCHOOL DISTRICT

MASTER CONSTRUCT PROGRAM

Report to the Board of Trustees on Analysis, Recommendations, and Financing of School Improvements

CFW
Planning and Financing Better Schools for California Students

Prepared by:

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Ernest Morrison, Trustee
Denis O'Leary, Trustee

District Administrators
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Lisa Cline, Assistant Superintendent, Business and Fiscal Services
Robin Freeman, Assistant Superintendent, Educational Services
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services
Valerie Mitchell, Chief Information Officer

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SECTION 1

EXECUTIVE OVERVIEW

Caldwell Flores Winters, Inc. ("CFW") is pleased to present the Master Construct Program ("Program") to the Oxnard School District ("District") Board of Trustees ("Board"). The report integrates the District's vision for education initiatives with the ongoing educational program and Facilities Master Plan (FMP), conducts an analysis of existing and proposed programs and facilities to extend the scope of Measure "R", and presents additional funding and sequencing requirements to implement an integrated Master Construct Program for the next set of proposed improvements for Board consideration. The Master Construct Program has been developed to work in tandem with the Measure "R" Implementation Program by adopting its programmatic goals and facilities specifications, building upon the sources and uses of funds already allocated by the District, and interlacing its scheduling, sequencing, and cash flow requirements to leverage the next level of proposed improvements.

The District's schools were built across several different generations and reflect the age, design principles, and standards of their time. One generation of schools was completed from the mid 1940's through the mid 1960's. Another generation was completed between the 1980's and early 2000. During their life cycle, the District completed one modernization cycle for all sites initially built between 1946 and 1981. A portables-to-permanent-classrooms (P2P) construction initiative to the now K-8 schools began in 2004 and concluded in 2014 with the completion of Driffill. Soria is the last new school to be constructed in 2009 prior to implementation of the Measure "R" Implementation Program in 2013.

Since then, the Measure "R" Implementation Program has been able to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities programs at 11 school sites
- Convert the prior three intermediate schools to 6-8 middle schools to support an academy-based instructional program and required facility improvements
- Expand the K-8 instructional program to six K-8 school sites to increase parent choice, including improved kindergarten and science labs
- Design and expand new grade 6-8 facilities with a new classroom wing at Marshall Elementary
- Implement an extended day Districtwide kindergarten program with improved facilities

- Design and implement the replacement of three of the oldest schools in the District with two new K-5 schools and a new K-8 facility
- Acquire a new K-5 site for future elementary school construction
- Deploy over 18,000 mobile devices to teachers, staff, and students

More specifically and as part of a three phase program, a new Harrington K-5 has been built to replace the existing facility, and two additional schools (Elm and Lemonwood) are starting a similar construction effort to rebuild and preserve existing K-5 and K-8 capacity by replacing older schools that have surpassed their economic life. Additional kindergarten capacity that may be used as preschool facilities has been added at Harrington and Lemonwood schools, with plans scheduled for DSA submittal and construction in 2016. Interim grade 6-8 capacity at Marshall for approximately 300 students has been designed and submitted to DSA to provide needed "swing space" (temporary student housing) until a new middle school is built and to meet prior efforts to provide a permanent K-8 facility at that site. A new elementary school site has been acquired in the Seabridge neighborhood and a combined new middle and elementary school site identified for acquisition. Remaining phases are dedicated to providing improved support facilities at the remaining school sites.

As these improvements have moved forward, additional considerations have been brought into the foreground. Enacted prior to the Measure "R" Implementation Program, the prior P2P classroom initiative at the District's four K-8 schools (Driffill, Kamala, Curren, and Chavez) was limited to replacing portable classrooms with permanent facilities and not to the full replacement of all school facilities. Therefore, all P2P schools are in need of modernized support facilities with particular focus on multipurpose rooms and support spaces.

An inventory and facilities analysis conducted by the District's FMP consultants identified seven K-5 schools in severe need of modernization. Further analysis indicated that it would be more cost effective over the long run to reconstruct these schools with new replacement school facilities. The replacement of three of these schools (Harrington, Elm, and Lemonwood) has already been addressed under Measure "R". The four remaining K-5 schools (McKinna, Rose, Sierra Linda, and Marina West) are in need of replacement and reconstruction in similar fashion as the recently completed Harrington School.

In 2012, the District's FMP analyzed the demand for additional school facilities based on a review of existing enrollment and projected trends. More recent projections for enrollment growth over the next five to seven years have been conducted by the District's demographer. The availability of existing facilities to meet the required enrollment have been reviewed as part of the Measure "R" Implementation Program. These analyses suggest the need to create additional K-5 and 6-8 capacity to accommodate projected enrollment toward the end of the next five-year period.

The Measure "R" Implementation Program reconfigured the District's prior educational program into a K-5, K-8, and 6-8 educational program to increase parent choice and, in combination with an open enrollment policy, to increase the more efficient use of built facilities to house students. As an added safeguard against an unplanned spike in enrollment or general need for additional space, all of the

District's portable facilities at each school site have been left in place until new permanent elementary and middle school space is built to house all District students. Based on the latest six-month update to the Measure "R" Implementation Program, an additional K-5 and middle school site are identified for acquisition.

Based on the above needs, the Board has commissioned a report from staff and its consultants for the establishment of a Master Construct Program to provide for the next level of improvements to the Measure "R" Facilities Implementation Program. The following Master Construct Program proposes to:

- Construct two new elementary schools and a new middle school to accommodate existing and increased enrollment growth
- Reconstruct four remaining K-5 schools built in the 1940s through the 1960s that are in need of replacement to maintain the District's existing capacity to house students
- Accelerate the modernization of identified support spaces at the District's older schools, wherever possible

Two major sources of funds have been identified that may be available to fund the implementation of the Master Construct Program:

- Matching State grants under the State's School Facilities Program (SFP) for eligible modernization and new construction projects
- Passage of a local general obligation bond measure to provide the local match for eligible State grants and to fund the balance of required modernization and new construction improvements

In total, $236.2 million in program improvements are proposed to be funded over three phases. Of this amount, $103.9 million is anticipated in eligible state grants and the balance is projected to be funded from a proposed $132.3 million bond measure to be presented to voters for approval.

It is recommended that the Board:

- Accept and adopt the Master Construct Program as an update of the District's Facilities Master Plan.

SECTION 2

BACKGROUND

2.1 FACILITIES MASTER PLAN

In 2012, the District was presented with a Facilities Master Plan (FMP) prepared by LPA that was strategic in nature, identifying a vision through a series of guiding principles which were coordinated with recommended facility improvements. The FMP showed a general path of how to get to the goal over the next 15 to 20 year period of improving school facilities, but it did not provide specific design solutions, instead suggesting that as funding became available, design teams (architects and engineers) would design individual aspects of the projects recommended in the FMP, further recognizing that these could vary over time as more information became available.

The FMP included a demographic review of the District's population, projections of student enrollment, potential locations for future growth, anticipated demand for additional school facilities, and an assessment of existing campuses and how such facilities could be improved incrementally, not as one large comprehensive project. The FMP chronicled the age of existing facilities, previous improvements, the amount and type of classrooms, including portable and permanent classroom facilities, and the status of existing support facilities. Efforts then focused on recommended educational specifications, potential projects and estimated costs to be considered over time and implemented either as modernizations, additions, replacements, or reuse of existing facilities. Nonetheless, no specific source of funding, sequencing of projects or timeline for improvements was proposed.

The FMP did take into consideration the need to modernize schools over 25 years old, improve site parking and vehicular circulation, replace portables with permanent structures, add or replace pre-school facilities and upgrade campus infrastructure and support facilities. It suggested potential locations at each site for administration, media center, multipurpose rooms/gyms, kindergarten classrooms, and portables, plus the need to consider site sizes in determining the overall planning capacity for existing school sites. It also noted the need to provide options for parents to choose their preferred grade configuration (K-5, 6-8, and K-8), provide appropriate spaces for children with special needs, extend the kindergarten program to a full day schedule, and upgrade technology for all students.

2.2 MEASURE "R" FACILITIES IMPLEMENTATION PROGRAM

As part of the planning process, a community survey was conducted in July 2012 to identify projects and concepts that were supported by local residents. The survey results indicated widespread support for many of the projects contained within the FMP and observed sufficient levels of support for a potential local bond measure to fund a portion of these projects. Following the completion of the initial facilities planning process, the Board adopted necessary documents to call for a November 2012 general obligation bond election. In November 2012, District voters approved Measure "R", a $90 million bond measure to improve local schools, by a margin of over 65%.

With voter approval of Measure "R", the Board directed staff and its consultants to review the proposed FMP and to develop a detailed facilities implementation program taking into consideration Measure "R", other existing and projected local funds, State grants for facilities improvements, and existing facilities resources. As part of the process, a comprehensive approach for Measure "R" improvements was provided and the Measure "R" Facilities Implementation Program was adopted by the Board in January 2013 to be implemented over a 3 phase program to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities program at eleven school sites
- Convert the prior three intermediate schools to 6-8 middle schools that support an academy based instructional program
- Expand the K-8 instructional program to six K-8 school sites to increase parent choice
- Implement an extended day kindergarten program with improved facilities
- Deploy over 18,000 1:1 mobile devices to students and teachers
- Begin the reconstruction of some the District's older schools in need of replacement
- Acquire an additional elementary site and modernize identified support facilities at existing school sites

Phase 1 of the program called for the acquisition of land for a new K-5 elementary facility, the upgrading of existing schools to meet the reconfiguration needs for K-5, K-8 and 6-8 campuses, including kindergarten and science lab improvements, the rebuilding of Harrington and Elm K-5 schools, plus the planning and design of the Lemonwood site to support an educational program serving grades K-8. Technology funding, including upgrades to core infrastructure and deployment of new student and teacher devices, was also provided.

Since then, additional improvements have been added to Phase 1, including the acceleration of the Lemonwood construction from Phase 2 to Phase 1. The expansion of the Marshall K-5 school site has been undertaken to accommodate grades 6-8 instruction and interim middle school facilities until a new middle school is constructed, allowing the conversion of Marshall to a full K-8 facility thereafter. Further improvements call for the establishment of additional kindergarten facilities with provisions for conversion to preschool facilities, if needed, at the new Lemonwood and Harrington schools. All Phase 1 improvements are funded from local available sources, including developer fees, Mello-Roos proceeds,

the balances of previous bond measures, prior State grant reimbursements, and 100% of the voter approved bond proceeds from Measure "R".

Phase 2 improvements focus on the modernization of multipurpose facilities at the Chavez, Curren, Kamala, and Driffill K-8 sites. MPR improvements are also scheduled at Fremont and Haydock intermediate schools and the technology budget is refreshed to cover ongoing upgrades. These facility improvements are substantially dependent on the funding of State reimbursements from the State School Facility Program (SFP) for eligible Phase 1 SFP projects. At this time, the SFP has exhausted its prior voter approved funding and awaits replenishment pursuant to a future voter approved State bond. Absent additional State or local funding measures, these projects will be delayed and may be adjusted subject to any modifications required as part of a future voter approved bond or legislative approval process.

Phase 3 is currently projected to provide improved support spaces at Marina West, Rose, Sierra Linda, Brekke, McAuliffe, Ramona, Ritchen, McKinna, Marina West, Rose and Sierra Linda schools. The technology budget is also replenished for continued upgrade. Phase 3 is subject to the same constraints as Phase 2 improvements as they are completely dependent on future State funding from reimbursement of Phase 2 projects. Like Phase 2, absent additional State or local funding measures, these projects will be delayed and may be adjusted subject to any modifications required as part of a future voter approved bond or legislative approval process.

2.3 PROGRAM SCOPE AND FUNDING

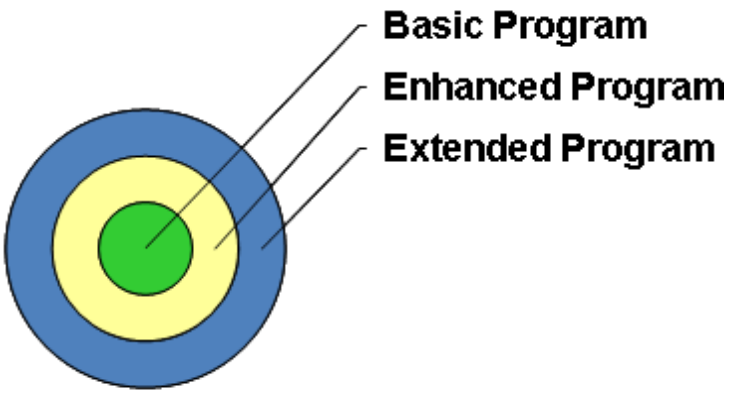
Design of the Measure "R" Facilities Implementation Program considered opportunities to optimize more immediate modernization and construction needs with available local funds that also maximized eligibility and eventual availability of State grants for future reimbursement. Proposed bond sales were scheduled to be sold in series and improvements scheduled to be phased over time, maximizing State grants where possible. The number and size of proposed bond issuances were adjusted based on market conditions, assessed valuation, required funding needs, and remaining bond authorization. Projects in future phases are to be funded with the support of the State's SFP grant programs, subject to State funding being available when needed.

Based on these parameters, three alternate levels of program scope and funding may be anticipated throughout the implementation of the program:

- **Basic Program**: The Basic Program relies on local funding only. These local funds include the District's current fund balances for developer fees as well as Capital Program fund balances which include Measure "R" proceeds, and State reimbursements.
- **Enhanced Program**: The Enhanced Program relies on the Basic Program, *plus* matching State grants for Modernization (60/40) and New Construction (50/50), either at the time of construction or as reimbursement once eligible projects are completed.

- **Extended Program**: The Extended Program relies on the Basic Program, *plus* the Enhanced Program, *plus* State Financial Hardship (100%) grant funding that provides the District's local match to fund eligible District Modernization and New Construction projects under the SFP.

MEASURE "R" IMPLEMENTATION PROGRAM



These three alternate funding levels have been analyzed to maximize the Measure "R" Facilities Implementation Program over time. The Basic Program would rely on local funding only, including developer fees, previous Measure "L" and Measure "M" funds, State bonds, Mello-Roos proceeds, and State reimbursements from completed projects, plus Measure "R" funds. Based on the latest six-month update, the Basic Program is estimated to total approximately $122.9 million, all of which has been allocated to the construction of Phase 1 improvements. All Phase 1 improvements are either completed, under construction, or pending design plan approval by the State for construction.

The release of remaining State funds or, more significantly, the approval of a new Statewide bond, would significantly affect the District. The District has already been approved for $16.3 million from Phase 1 reimbursement projects as reported in the December 2015 update. In addition, $20.7 million are pending approval based on Division of State Architect (DSA) approval of Lemonwood and Elm construction, plus any future approved plans for Marshall and further land acquisition costs. Receipt of these program reimbursements is scheduled to fund Phase 2 improvements.

These approvals for State reimbursements are the basis of the Enhanced Program. It relies on State reimbursements from prior phase improvements that maximize State grant eligibility for subsequent reimbursement for State matching grants for modernization and new construction on a 60-40 and 50/50 basis, respectively. A continued strategic approach to optimize more immediate modernization and construction needs with available local funds that also maximized eligibility and eventual availability of State grants for future reimbursement will continue to fund future phase improvements. However, without a future Statewide bond approved by voters and a local match, Phase 2 and 3 improvements may be delayed.

The Extended Program relies on the strategic sequencing of projects to maximize State grants under the Financial Hardship Program in combination with the Basic Program. Under hardship funding, the State agrees to fund both its grant amount for modernization or new construction *plus* the District's otherwise required local match. This, for example, would double the grant amount otherwise available to the District under a new construction project. As of this time, the State has implemented emergency rules halting the processing of Hardship applications due to the limited amount of remaining State funds from prior bond sales. The ability to use Hardship funding awaits the passage of a future State bond and is subject to legislative changes to the program during the process.

The District currently qualifies for approximately $69.1 million in new construction grants and approximately $29.4 million in modernization grants to improve eligible facilities under the 50/50 and 60/40 State grant match programs. These numbers increase significantly if and when the SFP is replenished and hardship applications are once again processed under the current rules. A specific estimated amount of funds for the Hardship program is more difficult to project at this time, although the maximum total for State matching or Hardship funding is provided as a part of this report. The earliest the program may be replenished is June or November 2016, when a new measure may be placed before voters.

2.4 MASTER CONSTRUCT PROGRAM

As suggested in the FMP, as these plans, programs and improvements have moved forward, further considerations have been brought into the foreground, requiring adjustments to the overall program in light of new information and changing circumstances. The regular six-month review of the Measure "R" Implementation Program provides the opportunity for the Board to review additional considerations as they arise. In addition, there also has been a series of workshops over the last year with District staff, Board members, and consultants to discuss program parameters such as demographic trends, increases in assessed value and development activity, the demand for new school facilities, and the availability of State funding.

That being the case, there is an ongoing need to plan for the future. At this time, the orderly implementation of Phase 2 and 3 improvements to existing school sites is required to support the District's educational programs and initiatives. Further assessment and analysis also suggests the need to update the 2012 FMP recommendations to better respond to situations where the cost of proposed modernization of facilities may exceed the economic benefit of those improvements, pointing instead to the new construction or replacement of facilities as an alternative. In the interim, the District's older facilities continue to age and now require replacement to maintain their student housing capacity with or without future growth. Likewise, the ongoing monitoring of demographic trends, residential development, and increasing size of grade cohorts suggests the need to provide for additional new school facility improvements in the years ahead.

On this basis, the Board has commissioned a report from the District and its consultants for the establishment of a **Master Construct Program** to provide for the next level of improvements to the

Measure “R” Facilities Implementation Program. The Board has further directed that the Master Construct Program be developed to draw from the District’s Facilities Master Plan and work in tandem with the Measure “R” Implementation Program by:

- adopting its programmatic goals and educational specifications for facilities
- building upon the sources and uses of funds already allocated by the District
- interlacing its scheduling, sequencing, and cash flow requirements to leverage the next level of proposed improvements

Specifically, the Master Construct Program should:

- integrate the District’s vision for education initiatives with the ongoing educational program and facilities plan
- provide an analysis of existing and proposed programs and facilities to extend the scope of Measure “R”
- identify options and recommendations for Board consideration of proposed additional improvements
- identify added funding and sequencing requirements to implement a Master Construct Program
- establish a plan for implementation

SECTION 3

ANALYSIS

The following background data and analysis provides a basis to proceed with the next level of improvements under the Master Construct Program based on various study sessions that the Board has undertaken in the last year. This portion of the Master Construct Program looks at the age and location of school facilities, existing and projected enrollment by grade and by site, existing capacity to house students in permanent classroom facilities, and the anticipated demand for additional school facilities by grade configuration. Alternate metrics are used in the assessment, including those established by the State and those that have been previously adopted by the District. The goal is to establish the level of need for additional school facility improvements, in tandem and pursuant to the work program already underway with the Measure "R" Program and subject to the anticipated amount of funding that may be deemed available for the next portion of school facility improvements to be funded.

3.1 EXISTING SCHOOLS

Table 1 shows the original date of construction and Figure 1 shows the locations of the District's schools. The District's schools were built over several generations and reflect the design principles and standards of their time. One generation of schools was completed from the mid-1940s through the mid-1960s. Another generation was completed from the 1980s through 2003. Soria Elementary, the last new school constructed prior to the launch of Measure "R", was completed in 2009.

All schools constructed prior to 1989 have received modernization grants and improvements, including four schools in the District's P2P modernization program that was in place from 2004 to 2014. These schools have since been reconfigured to accommodate the K-8 reconfiguration program. Three schools — Harrington, Lemonwood, and Elm — are part of the Measure "R" program to replace older schools with new construction and are scheduled for completion in 2016, 2017, and 2018, respectively.

TABLE 1: SCHOOL CONSTRUCTION

School	Originally Built	P2P	Year Replaced
K-5			
Elm	1948		2016
McKinna	1954		
Harrington	1955		2014
Marina West	1964		
Rose	1965		
Sierra Linda	1966		
McAuliffe	1989		
Ritchen	1992		
Brekke	1997		
Ramona	1999		
Marshall	2003		
K-8			
Driffill	1946	2012	
Chavez	1951	2004	
Kamala	1952	2007	
Curren	1954	2007	
Lemonwood	1981		2016
Soria	2009		
6-8 Academy			
Haydock	1954		
Fremont	1961		
Frank	1994		

FIG. 1: SCHOOLS IN THE OXNARD SCHOOL DISTRICT

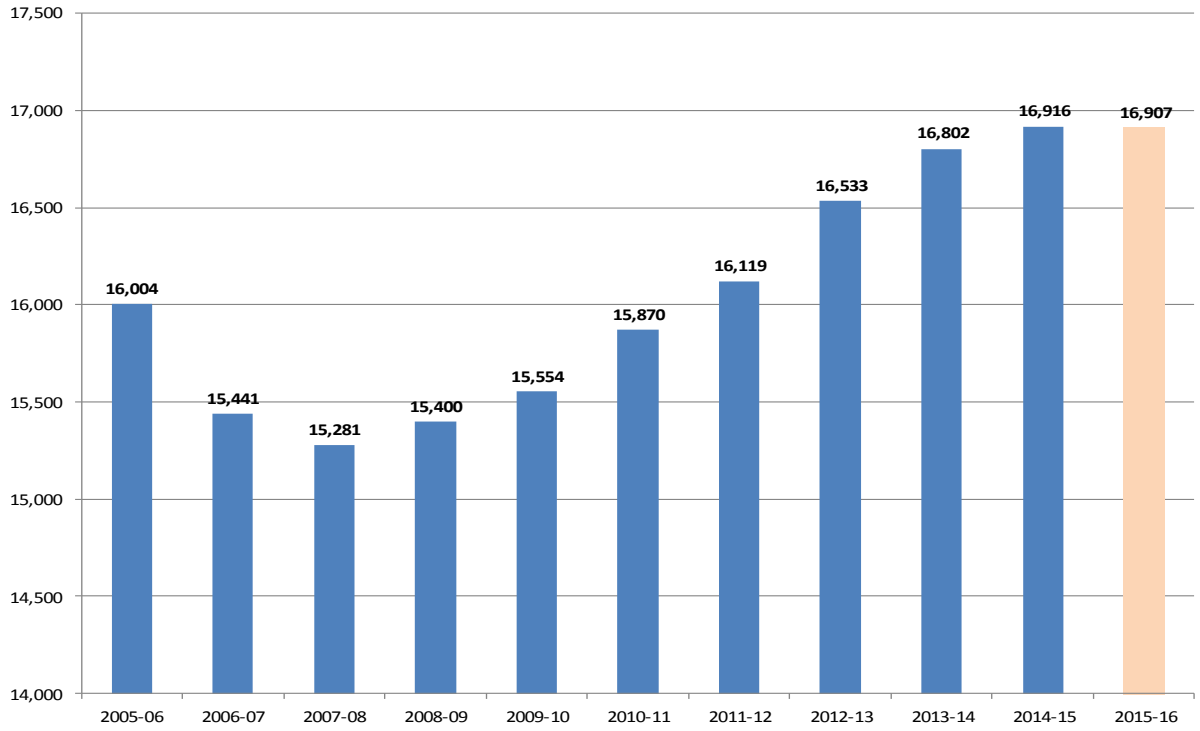
Sources: CFW, Inc.; Google Earth

Figure 1 shows the general location of the District's school facilities. Most of the District's older facilities are located to the southern portion of the District and are correspondingly in the older neighborhoods of the Oxnard community. Newer schools are generally located to the west and north, areas that have experienced more recent residential development.

3.2 ENROLLMENT

The District's student enrollment establishes the demand for facilities. Table 2 provides a summary of the District's enrollment for the 2015–16 school year by grade level, while Figure 2 shows historical enrollment trends. Beginning in the 2005-06 school year, enrollment in the District began recovering after a period of decline. Annual growth in enrollment began leveling off in school year 2013-14 and has been generally stable since then at just below 17,000 students. Preliminary enrollment data from October 2015 indicate approximately 11,737 students are enrolled in grades K-5 and approximately 5,170 students in grades 6-8, for total enrollment of 16,907.

FIG. 2: DISTRICT ENROLLMENT FOR SCHOOL YEARS ENDING 2006 TO 2016



Sources: CALPADS; CFW, Inc.

Table 3 summarizes the projected net change in enrollment by school year 2019-20, followed by Figure 3 illustrating historical and projected enrollment from school year 2005-06 to 2019-20. Data from the District's demographic consultant, DecisionInsite, was utilized for projected enrollment. Total District enrollment is projected to be 18,094 by the 2019-20 school year, 1,187 more students than the current enrollment. Of this enrollment, the majority is projected to occur in the higher middle school 6-8 grade levels. For the District, most of these students are already in the underlying grades and are projected to matriculate to the higher grade levels annually. For the lower grade levels, enrollment in the kindergarten grades is projected to continue increasing overall as it has been trending over the prior three-year period.

TABLE 2: 2015-16 ENROLLMENT BY GRADE

Grade	Enrollment*
K	2,168
1st	1,853
2nd	1,899
3rd	1,902
4th	1,985
5th	1,930
K-5 Total	**11,737**
6th	1,787
7th	1,720
8th	1,663
6-8 Total	**5,170**
Total	**16,907**

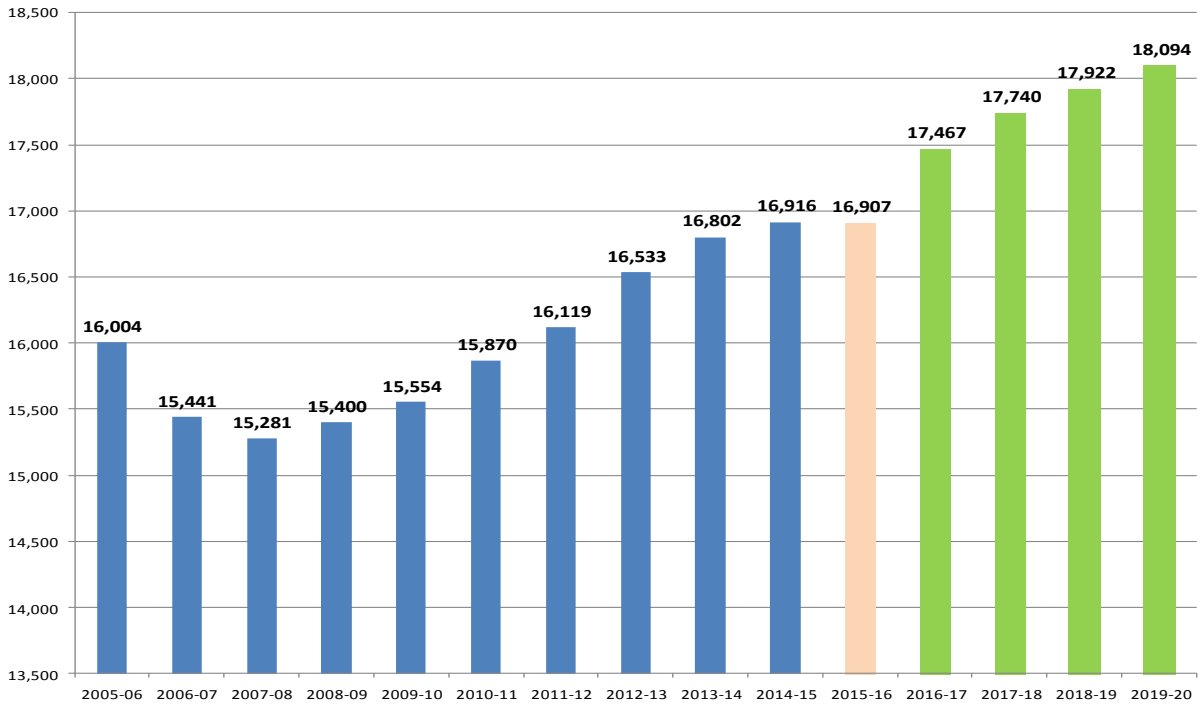
*Preliminary CALPADS data

TABLE 3: PROJECTED NET CHANGE IN ENROLLMENT

Grade	Prior Enrollment 2012-13	2013-14	2014-15	Current* 2015-16	Projected Enrollment 2016-17	2017-18	2018-19	2019-20	Net Change
K	2,007	2,111	2,166	2,168	2,322	2,315	2,327	2,344	176
1st	2,067	1,944	1,924	1,853	2,011	1,998	1,993	2,010	157
2nd	1,925	2,038	1,915	1,899	1,827	1,991	1,980	1,996	97
3rd	1,856	1,923	2,034	1,902	1,899	1,833	1,999	1,991	89
4th	1,787	1,852	1,915	1,985	1,907	1,897	1,835	2,008	23
5th	1,758	1,764	1,850	1,930	2,033	1,911	1,907	1,850	(80)
K-5 Total	**11,400**	**11,632**	**11,804**	**11,737**	**12,000**	**11,943**	**12,044**	**12,199**	**462**
6th	1,736	1,751	1,736	1,787	1,936	2,054	1,925	1,937	150
7th	1,735	1,699	1,684	1,720	1,824	1,912	2,033	1,917	197
8th	1,662	1,720	1,692	1,663	1,707	1,830	1,921	2,041	378
6-8 Total	**5,133**	**5,170**	**5,112**	**5,170**	**5,467**	**5,797**	**5,878**	**5,895**	725
Total	**16,533**	**16,802**	**16,916**	**16,907**	**17,467**	**17,740**	**17,922**	**18,094**	**1,187**

*Preliminary CALPADS data. Sources: CALPADS; DecisionInsight, Inc.

FIG. 3: HISTORICAL AND PROJECTED ENROLLMENTS



Sources: CALPADS; DecisionInsight, Inc.

3.3 STUDENT CAPACITY

The capacity of a school site to house students is determined by comparing the total number of classrooms at the site with the standards used to load those classrooms. This information is useful in determining whether a need exists to create additional capacity to house enrolled students effectively and efficiently.

Two kinds of loading standards can be used to evaluate capacity. The first are loading standards from the California Department of Education (CDE) and the second are loading standards set independently by a school district. State standards are primarily used for CDE in conjunction with the SFP, which is administered by the Office for Public School Construction and determines eligibility for grants from statewide bonds to assist with local school construction and modernization. The SFP utilizes a uniform standard across grades to determine school capacities: 25 students for each permanently constructed classroom for grades K-5 and 27 students for each permanent room serving grades 6-8. Rooms used for physical education and "core facilities" such as multipurpose rooms and gymnasiums are not subject to these loading standards. In addition, State policy, does not consider relocatable classrooms as available to permanently house students and are thus deducted from any capacity calculation.

TABLE 4: PROJECTED PERMANENT K-5 CAPACITY

	2016			2020			
School	Enrollment	Perm. Classrooms	Est. Perm. Capacity	Adtl. Perm. Classrooms	Adtl. Perm. Capacity	Proj. Enrollment	Amt. Housed/ (Unhoused)
Brekke	627	27	675			685	(10)
Elm	701	12	300	12	300	699	(99)
Harrington	505	17	425	10	250	773	(98)
Marina West	667	20	500			600	(100)
Marshall	559	27	675			632	43
McAuliffe	780	28	700			886	(186)
McKinna	713	17	425			813	(388)
Ramona	634	26	650			668	(18)
Ritchen	642	28	700			716	(16)
Rose	747	31	775			826	(51)
Sierra Linda	767	21	525			825	(300)
Subtotal	**7,342**	**254**	**6,350**	**22**	**550**	**8,123**	**(1,223)**
Chavez	628	26	650			741	(91)
Curren	744	26	650			703	(53)
Driffill	826	26	650			652	(2)
Kamala	838	26	650			784	(134)
Lemonwood	660	13	325	12	300	618	7
Soria	699	29	725			578	147
Subtotal	**4,395**	**146**	**3,650**	**12**	**300**	**4,076**	**(126)**
Total K-5	**11,737**	**400**	**10,000**	**34**	**850**	**12,199**	**(1,349)**

Sources: CALPADS; CFW, Inc.

School districts are not required to follow these targets for operations and can set their own loading capacity standards, often including relocatable classrooms in their capacity counts. Both standards have their uses; district loading standards more accurately reflect current funding levels for the operational expenses of each active classroom, while State loading standards are utilized to calculate the construction costs of new classroom buildings (particularly for the allotment of State grants for modernization and new construction). The District's local loading standard is 27 students per classroom for grades K to 3 and 35 students per classroom for grades 4 through 8. For the purposes of estimating capacity at the school site level, where multiple grades are served, the average District loading may be assumed as 29.7 students per classroom at K-5 schools, 31.4 students per classroom for K-8 schools, and 35 students per classroom for 6-8 schools.

Moreover, the District has established a goal to house all of its students in permanent classrooms over time, replacing existing portable classrooms wherever possible. This has been demonstrated in the prior P2P program and in the Measure "R" Implementation Program. Table 4 provides a review of current and projected enrollment and permanent classroom capacity by school site for grades K-5 based on State loading standards. Prior to the opening of the new Harrington school, the District had the capacity to house 10,000 K-5 students in permanent classrooms. Upon the reconstruction and opening of Harrington, Elm and Lemonwood, the District's permanent classroom capacity will increase to 10,850.

TABLE 5: PROJECTED PERMANENT 6-8 CAPACITY

	2016			2020			
School	**Enrollment**	**Perm. Classrooms**	**Est. Perm. Capacity**	**Adtl. Perm. Classrooms**	**Adtl. Perm. Capacity**	**Proj. Enrollment**	**Amt. Housed/ (Unhoused)**
Frank	1,237	45	1,215			1,349	(134)
Fremont	1,136	34	918			1,352	(434)
Haydock	866	32	864			770	94
Subtotal	**3,239**	**111**	**2,997**	**0**	**0**	**3,471**	**(474)**
Chavez	306	13	351			444	(93)
Curren	315	13	351			375	(24)
Driffill	356	13	351			403	(52)
Kamala	367	13	351			484	(133)
Lemonwood	250	3	81	9	243	298	26
Soria	337	8	216			420	(204)
Subtotal	**1,931**	**63**	**1,701**	**9**	**243**	**2,424**	**(480)**
Total 6-8	**5,170**	**174**	**4,698**	**9**	**243**	**5,895**	**(954)**
Marshall	0	0	0	12	324	N/A	324
Grand Total 6-8	**5,170**	**174**	**4,698**	**21**	**567**	**5,895**	**(630)**

Source: CFW, Inc.

Table 5 provides a review of current and projected enrollment and permanent capacity by school site for grades 6-8 students based on State loading standards. The reconstruction of grade 6-8 facilities at Lemonwood and construction of grade 6-8 facilities at Marshall will add an additional 21 permanent 6-8

classrooms to the District's inventory. This should increase the District's permanent classroom capacity to house grade 6-8 students in permanent facilities by 567 from 4,698 to 5,265 upon the completion of Marshall construction in 2017.

The District has adopted specifications for the construction of K-5 facilities that will house 700 students per school, K-8 facilities that will house 900 students, and grade 6-8 school facilities that will house 1200 students per school. Based on the projected growth for K-5 and 6-8 enrollment, the District is expected to require the construction of two additional elementary schools and one new middle school. This is expected to create a total K-5 permanent classroom capacity of 12,250 and a total permanent classroom capacity of 6,465 for grades 6-8 for a projected combined capacity of 18,715 students. Given the projected enrollment, this is expected to provide sufficient capacity to meet the projected need to house students in permanent classroom facilities with some additional excess capacity to grow.

3.4 EDUCATIONAL SPECIFICATIONS

Educational specifications for facilities are required by California Department of Education and must be consistent with standards under Title 5 of the California Code of Regulations. These standards include minimum requirements for various school site attributes, such as classroom size. The District's Measure "R" Implementation Program adopted educational specifications for new schools based on the District's FMP and State guidelines. These are presented below and have been used to project anticipated capacity of school facilities and estimated costs.

Table 6 provides a summary of the educational specifications for K-5 facilities. It summarizes the approximate square footage required for a K-5 elementary school site serving a capacity of 700 students per State standards (25:1) and a capacity of 830 students under local loading standards (29.7:1).

TABLE 6: ADOPTED K-5 EDUCATIONAL SPECIFICATIONS

SPACE	AREA	UNITS	TOTAL
Classroom	960	23	22,080
Kindergarten	1,120	4	4,480
Special Ed/RSP	960	1	960
Teaching Space (Total Sq. Ft.)			**27,520**
Special Ed/RSP	480	1	480
Flex Office	150	1	150
Speech Office	250	1	250
Psychologist Office	150	1	150
Teaching Support Space (Total Sq. Ft.)			**1,030**
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			**760**
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Rm	100	1	100
Administrative Space (Total Sq. Ft.)			**3,005**

SPACE	AREA	UNITS	TOTAL
Circulation Desk	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	250	1	250
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			**2,700**
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			**6,175**
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS	**28**		
TOTAL BUILT AREA (SQ. FT.)			**47,390**

Source: Oxnard School District.

Table 7 summarizes the educational specifications for 6-8 facilities; in particular, the approximate total square footage required for a 6-8 middle school site serving a capacity of 1,200 students per State standards (27:1) and a capacity of 1,680 students under local loading standards (35:1).

TABLE 7: ADOPTED 6-8 EDUCATIONAL SPECIFICATIONS

SPACE	AREA	UNITS	TOTAL
Classroom	960	41	39,360
Special Ed/RSP	960	3	2,880
Science Lab	1,200	2	2,400
Art Lab	1,200	1	1,200
Band/Orchestra Rm	1,500	1	1,500
Teaching Space (Total Sq. Ft.)			**47,340**
RSP	480	1	480
Counselor Office	100	2	200
Speech Office	250	1	250
Psychologist Office	150	1	150
Science Prep/Work Room	200	1	200
Visual Arts Work/Storage Rm	200	1	200
Music Instrument Storage Rm	200	1	200
Music Workroom/Office	100	1	100
Teaching Support Space (Total Sq. Ft.)			**1,780**
Lobby/Waiting	400	1	400
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Asst. Principal Office	150	2	300
Conference Room	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Faculty/Staff Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Conference/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			**3,405**

SPACE	AREA	UNITS	TOTAL
Circulation Desk	100	1	100
Librarian Office	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Stacks	600	1	600
Textbook Storage Rm	300	1	300
Small Breakout Room	250	1	250
Tech Work/Storage Rm	200	1	200
Tech Room/MDF	150	1	150
Library and Resource Center (Total Sq. Ft.)			**2,000**
Practice Gymnasium	9,600	1	9,600
PE Equipment Storage	400	1	400
Locker/Changing Rm	1,200	2	2,400
PE Staff Office	300	1	300
PE Staff Locker/Toilet	150	1	150
Chair/Table Storage	300	1	300
Food Prep Kitchen	650	1	650
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office	75	1	75
Toilet/Changing Rm	75	1	75
Custodial Services	100	1	100
Gym/MPR/Food Service Facility (Total Sq. Ft.)			**14,250**
Lunch Shelter	2,800	1	2,800
Restrooms	3,000	1	3,000
TOTAL CLASSROOMS	**48**		
TOTAL BUILT AREA (SQ. FT.)			**74,825**

Source: Oxnard School District.

Table 8 summarizes the educational specifications for K-8 facilities, including the estimated square footage required to serve a capacity of 900 students per State standards (25:1) and a capacity of approximately 1200 students under local loading standards (31.4:1).

TABLE 8: ADOPTED K-8 EDUCATIONAL SPECIFICATIONS

SPACE	AREA	UNITS	TOTAL
Classroom	960	28	26,880
Kindergarten	1,120	4	4,480
Science/Flex Lab	1,200	3	3,600
Special Ed Classroom	960	2	1,920
Special Ed/RSP	960	1	960
Teaching Space (Total Sq. Ft.)			**37,840**
RSP Room	480	1	480
Counselor Office	150	1	150
Speech Office	250	1	250
Psychologist Office	150	1	150
Science: Prep/Work Room	200	1	200
Special Ed: Independent Living	320	1	320
Special Ed: Laundry/Storage Rm	100	1	100
Special Ed: Toilet/Changing Rm	95	1	95
Teaching Support Space (Total Sq. Ft.)			**1,745**
Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			**760**
Lobby/Waiting	400	1	400
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Asst. Principal Office	300	1	300
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Rm	100	1	100
Administrative Space (Total Sq. Ft.)			**3,405**

SPACE	AREA	UNITS	TOTAL
Control Desk	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	250	1	250
Tech Work/Storage Rm	200	1	200
Library and Resource Center (Total Sq. Ft.)			**2,750**
Multi-Purpose Rm	4,400	1	4,400
Chair/Table Storage	300	1	300
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Rm	200	1	200
Changing Rooms	600	1	600
PE Equipment Storage	200	1	200
Serving/Prep Kitchen	450	1	450
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			**8,075**
Lunch Shelter	3,600	1	3,600
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,800	1	2,800
TOTAL CLASSROOMS	**38**		
TOTAL BUILT AREA (SQ. FT.)			**62,175**

SECTION 4

PROPOSED FACILITIES

The FMP identified a 15- to 20-year period as the horizon for implementing the various proposed recommendations and facility improvements for the District. It recognized that many of the District's facilities were constructed over a 50 to 60 year period and, although various improvements and upgrades had been undertaken during the period, bringing the District's facilities to the specified standards would take time. Moreover, it also recognized that the FMP would need to continue to evolve as conditions changed and more importantly that various funding approaches and construction efforts would need to be undertaken and integrated over time. This is a process that the District had previously embraced in prior construction and bond efforts to Measure "R" and subsequent efforts thereafter.

4.1 REQUIRED NEED

Beginning in the late 1980's, the District built what are now some of the newest facilities available to house its students. These schools include Ritchen, Brekke, Frank, Soria, Ramona and Marshall and are generally less than 25 years old. Based on State standards, these facilities will become eligible in the coming years for State modernization grants, which should be available to fund and maintain their participation in the District's efforts to house all students in 21st century learning environments. In certain cases, minor modifications may be needed to accommodate interim program and administrative changes, but not to the level required at the District's older facilities.

The previous effort, prior to the Measure "R" Implementation Program, entailed the replacement of relocatable facilities with permanent classrooms at selected school sites. This P2P Program built new classroom wings at what are now the District's K-8 schools. While substantial progress was made, the P2P Program was unable, due in large part to limited funding, to replace all portable facilities at these sites, nor were all older classrooms or required support facilities similarly improved. This left many of the now K-8 schools with a mixture of new and old classroom wings, and support facilities in need of modernization and further improvement.

The facility component of the Measure "R" Implementation Program has focused on implementing the District's academic reconfiguration, acquiring land for future school construction, followed by the need to maintain existing capacity to house students by initiating the replacement of three of the seven oldest schools that are recommended for reconstruction in the older portions of the District that continue to generate substantial enrollment. Additional grade 6-8 capacity has also been created with the expansion of Marshall to accommodate 6-8 student enrollment. Remaining phases of the program

are focused on implementing FMP recommended modernization improvements for support facilities at the District's older schools, especially kindergarten and MPR/gym improvements. These remaining phases, however, are dependent on eligible State SFP grant reimbursement from previous improvements that are either completed or underway.

After a period of relative stable enrollment in recent years, the District's enrollment is once again projected to substantially increase requiring the construction of two new K-5 elementary schools and a new grade 6-8 middle school. Sites have been identified, remaining parcels need to be acquired and facilities must begin to be available within the next 5 years. Overall, this requires an additional funding mechanism and work program to maintain existing capacity through the replacement of the remaining older schools and the need to construct three new schools. The lack of SFP funding also requires additional local funding be provided to assist in the modernization of identified support facilities at the remaining school sites and to provide a local match once the program is replenished. On this basis, the following Master Construct Program is presented for Board consideration.

4.2 NEW SCHOOL CONSTRUCTION

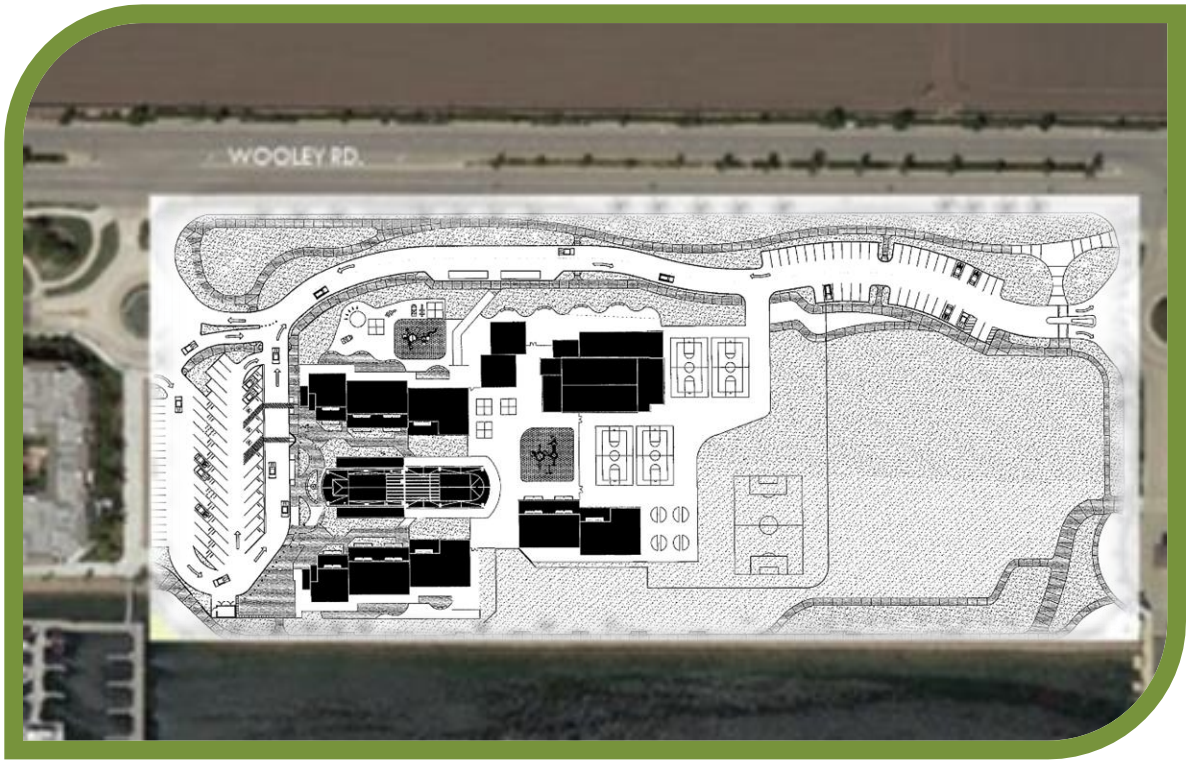
Pursuant to the FMP and Measure "R" work program, the District has been proceeding to identify necessary sites to acquire for construction of its next three schools. The task has been complicated by the lack of readily available land of sufficient size to meet State standards and to accommodate required facilities. Alternate configurations and site locations have been identified, presented for consideration for State approval, and reviewed by the Board.

After extensive consideration, a new K-5 site has been acquired and a second site has been identified for acquisition to accommodate new K-5 and 6-8 middle school facilities. The new K-5 site is located in the southwest portion of the District as part of the Seabridge new development area, and the second site has been identified for acquisition as a consequence of proposed residential development at the corner of Doris Avenue and Patterson Road for combined elementary and middle school use.

4.2.1 NEW K-5 SCHOOL AT SEABRIDGE

As part of the Measure "R" Implementation Program, the District acquired the Seabridge property in June 2013 for the construction of a future K-5 school facility. Pursuant to State and CDE approvals, the 8.8 acre site has been conceptually site planned to accommodate 630 students, pursuant to State loading standards. It is also intended to be operated as a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. Based on the conceptual site plan and adopted Board specifications for K-5 school facilities, the proposed school will include necessary classrooms, a library, multipurpose room, hardcourt play areas and required support facilities. At this time, there is a need to identify funding for the construction of the proposed new elementary school. The estimated cost for this project is $25.8 million.

FIG. 4: CONCEPTUAL SITE PLAN FOR SEABRIDGE K-5 SCHOOL



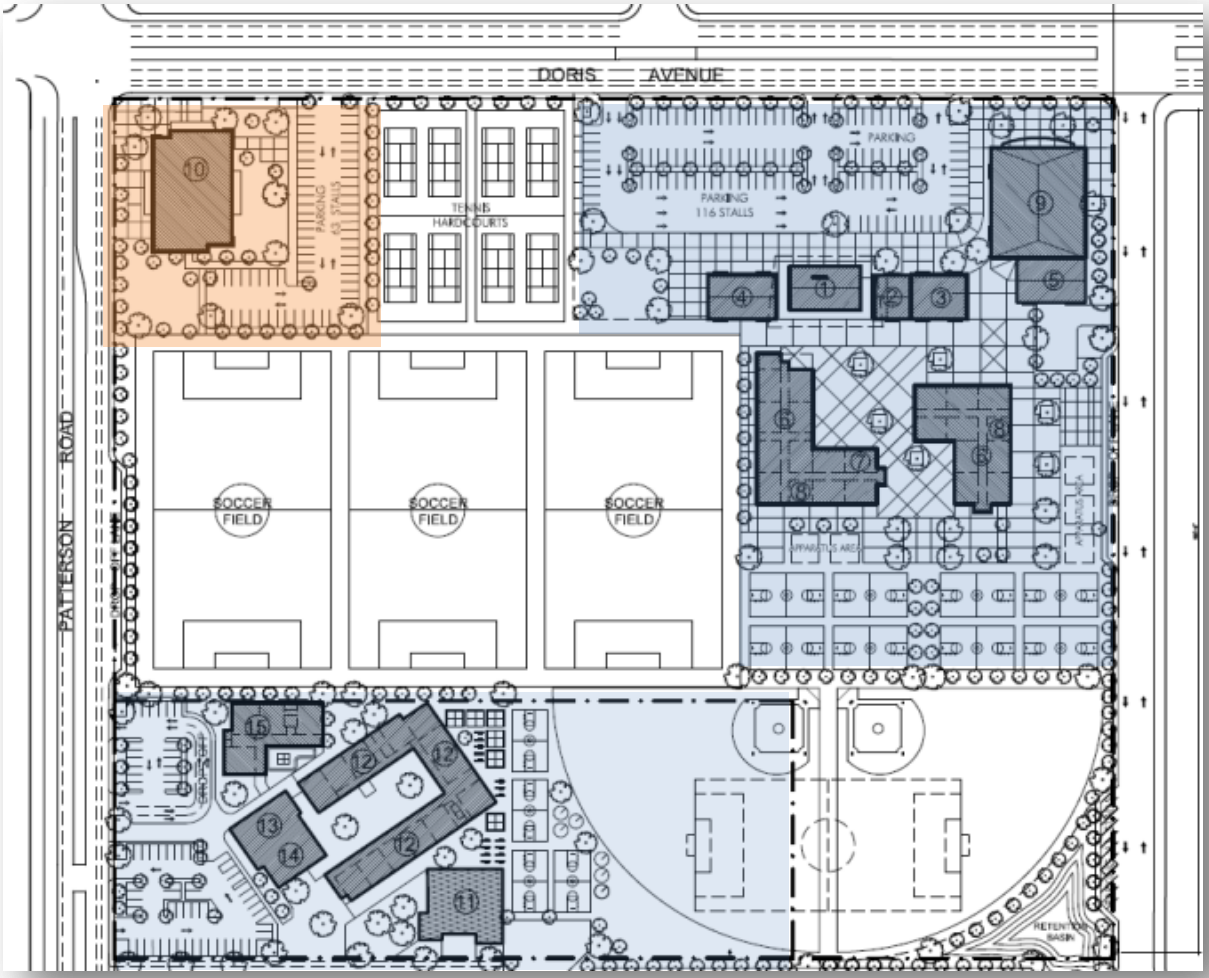
4.2.2 DORIS / PATTERSON NEW K-5 & 6-8 MIDDLE SCHOOL

The District has identified a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the potential construction of a new K-5 and 6-8 middle school facility, plus the potential to accommodate a District administrative center. This follows a series of alternate site reviews, Board sponsored workshops and CDE considerations. The site area is part of a proposed residential development seeking to incorporate into the City of Oxnard for the construction of residential uses. It is in current agricultural use and would require a series of local agency approvals to proceed, some of which are underway by the current landowner and District.

Pursuant to adopted Board specifications, the proposed locations would be planned to accommodate required school and administrative facilities. Middle school specifications call for the construction of a new school to accommodate 1200 students in grades 6-8 with 48 teaching stations, a gym, library, hardcourt play areas and fields, and required support spaces. Elementary K-5 specifications call for the construction of a 700 student school with 28 teaching stations, and a similar library, multipurpose room, hardcourt play areas and fields and required support facilities. A portion of the site would be reserved to accommodate a potential administrative support center pursuant to Board specifications to accommodate district wide administrative uses, funded from non-voter approved sources at this time. Land costs and offsite improvements for the entire site are assumed to be absorbed as part of required

residential development mitigation fees and the estimated cost of the elementary and middle school are projected to be $26.4 million and $42.1 million, respectively.

FIG. 5: CONCEPTUAL CONFIGURATION OF DORIS/PATTERSON SITE



4.3 REPLACEMENT OF OLDER K-5 SCHOOLS

The District's FMP identified seven of the oldest schools that required substantial modernization and additional facilities improvements. Table 9 summarizes the estimated costs provided in the District's FMP for the proposed modernizations costs of Harrington, Elm, Lemonwood, McKinna, Rose, Sierra Linda and Marina West. A subsequent review indicated that the estimated cost of these improvements was greater than 50% of the cost of a new replacement facility.

TABLE 9: FMP ESTIMATED MODERNIZATION COSTS

School	Estimated Cost
Harrington	$17,311,000
Elm	$25,451,000
Lemonwood	$27,884,000
McKinna	$20,755,000
Rose	$24,491,000
Sierra Linda	$16,214,000
Marina West	$18,667,000
Total	**$150,773,000**

On that basis, Harrington, Elm, and Lemonwood were selected for reconstruction, pursuant to the Measure "R" Implementation Program. Table 10 lists the adopted budgets and permanent classrooms provided with the reconstruction of Harrington, Elm, and Lemonwood, indicating approximately $75.6 million to complete these new schools at the time the analysis was conducted.

TABLE 10: MEASURE "R" REPLACEMENT FACILITIES

School	Estimated Cost	Perm. Classroom
Harrington	$23,127,171	27
Elm	$21,076,943	24
Lemonwood	$31,402,250	37
Total	**$75,606,364**	**88**

Based on the District specifications for K-5 facilities, the estimated cost to replace the remaining four schools is approximately $108.6 million, as shown in Table 11. Reconstructing the existing school sites would allow for the construction of 21st century learning environments more comparable to the District's newer schools while extending the useful life of the District's investment over time. Based on Board review and the estimated cost, the proposed replacement of McKinna, Rose, Sierra Linda and Marina West is proposed as part of the Master Construct Program.

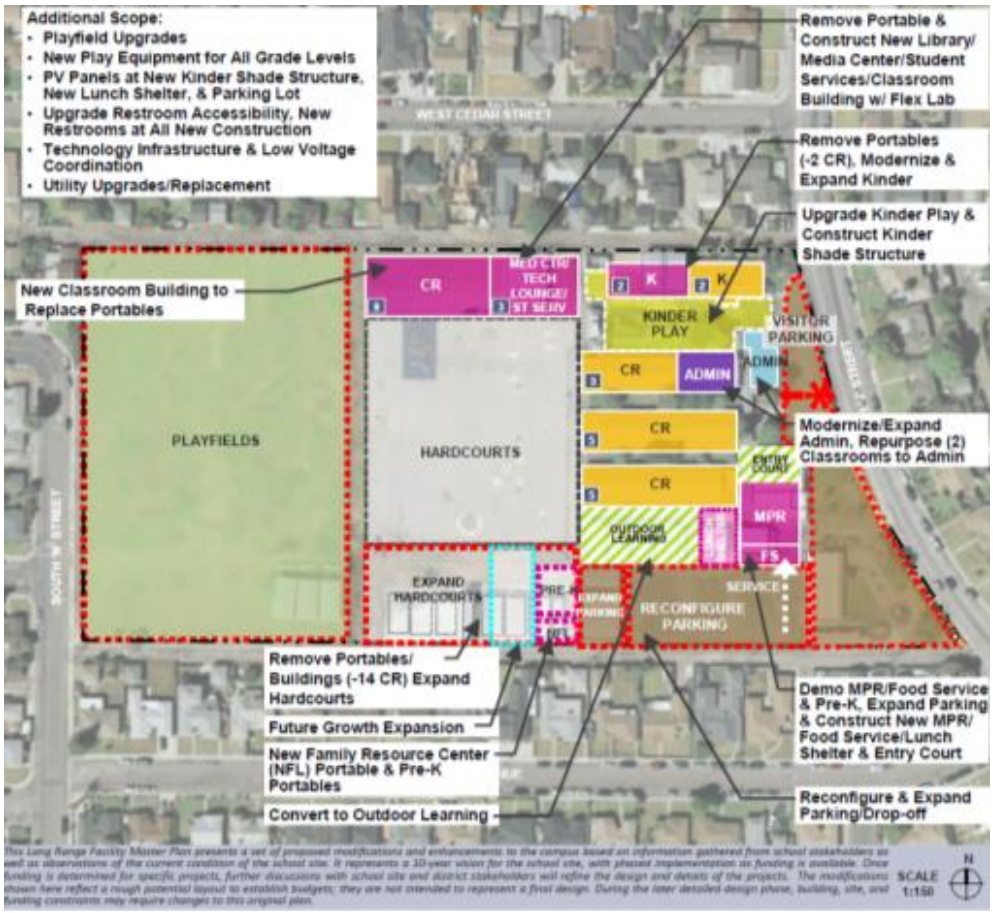
TABLE 11: REMAINING SCHOOLS TO BE REPLACED

School	Estimated Cost	Perm. Classroom
McKinna	$ 26,994,172	28
Rose	$ 26,976,126	28
Sierra Linda	$ 27,339,753	28
Marina West	$ 27,324,603	28
Total	**$108,634,653**	**112**

4.3.1 MCKINNA ELEMENTARY

McKinna Elementary School, located at 1611 S. "J" Street, is a 9.5 acre K-5 school, constructed in 1954, with 17 permanent and 14 portable classrooms. It is among the oldest schools in the District. The District's FMP assessed McKinna Elementary as needing extensive modernization throughout its administration building, kindergarten facilities, classrooms, MPR/food service facility, and support spaces. Improvements to technology infrastructure, playfields, and vehicular areas were also recommended. The total cost per the FMP for McKinna's modernization was estimated at $20.8 million.

FIG. 6: MCKINNA FACILITY RECOMMENDATIONS (LPA)



The estimated cost for a new facility based on the Board's adopted specifications for a 700-student K-5 facility is estimated to be $26.9 million. This would include a 28-classroom campus with library, administration space, multipurpose room, playfields, hard courts, and support spaces. Conceptually, the

new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school construction. The new facility could be accessed from a new parking and drop-off provided at “N” Street. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

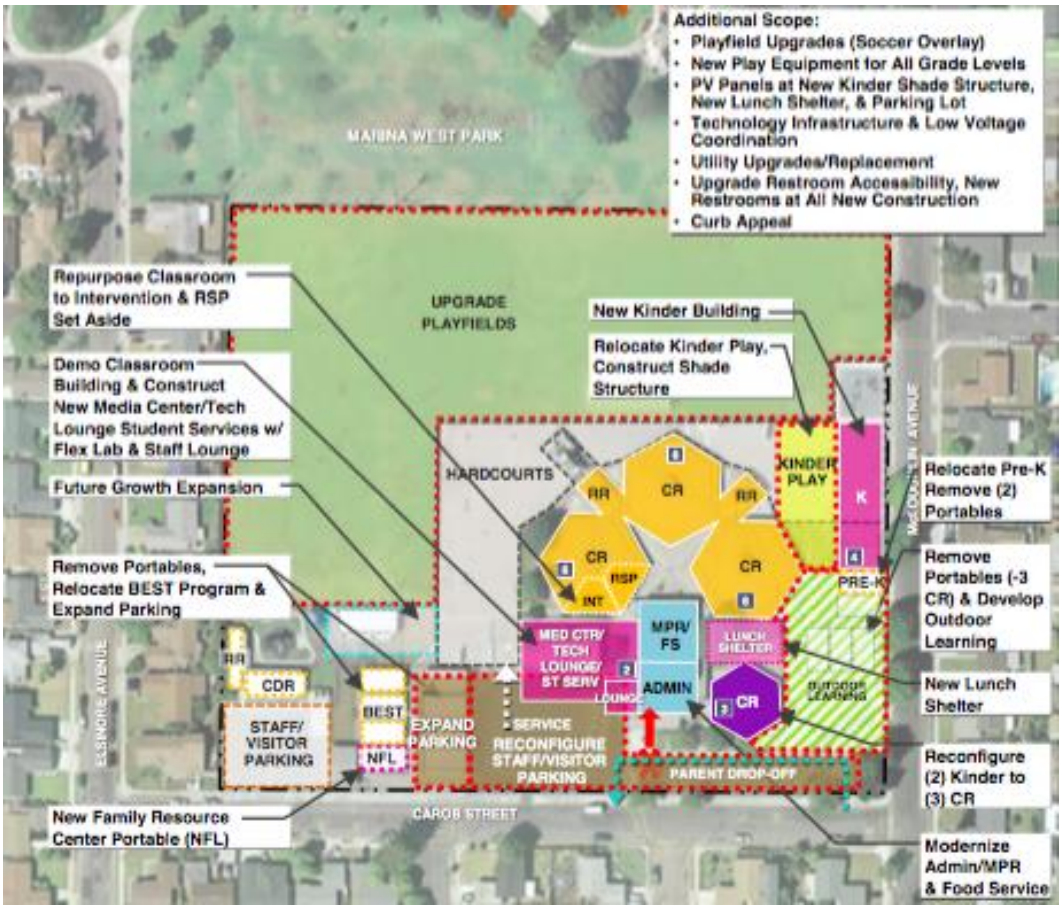
FIG. 7: EXISTING CONFIGURATION OF MCKINNA

FIG. 8: CONCEPTUAL CONFIGURATION OF MCKINNA

4.3.2 MARINA WEST ELEMENTARY

Marina West School is located at 2501 Carob Street and was built in 1964. The school currently contains 20 permanent and 17 portable classrooms. The District's FMP recommended an $18.7 million construction and modernization program to build a new kindergarten building and media center; modernize classrooms and the MPR/food service building; upgrade electrical, and other utilities; improve parking, playfields, vehicular areas, lunch shelters, and play equipment; and relocate portables.

FIG. 9: MARINA WEST RECOMMENDATIONS (LPA)



Replacing the existing school with new K-5 facilities pursuant to the Boards adopted specifications is currently estimated at approximately $27.3 million. This would include a 28-classroom campus with library, administration space, multipurpose room, playfields, hard courts, and support spaces capable of supporting a student population of 700.

The current campus is primarily aligned at the corner of Carob Street and McLoughlin Avenue. Conceptually, if the new campus were realigned facing McLoughlin and parallel to the adjacent city park, the new campus could best be constructed while the older campus remained in operation with lessened costs for interim facilities. Upon completion of construction, the older facilities would be demolished

and replaced with play fields and required support facilities. The initial phase of work would comprise construction of the new campus facilities, followed by a demolition phase to remove original structures, and concluding with a final phase to complete parking and playfields. The estimated cost to reconstruct the proposed facility is $27.3 million.

FIG. 10: EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF MARINA WEST

4.3.3 ROSE ELEMENTARY

Rose Elementary was built in 1965 on a 9.3-acre site and is operated as a K-5 school with 31 permanent classrooms and 3 portable classrooms. It is located at 220 S. Driskill Street and is bounded to the north by Santa Lucia Avenue and La Puerta Avenue to the south. The FMP recommended a $24.5 million modernization program that would construct a new media center; modernize classrooms and the MPR/food service building; provide upgrades to electrical and other utilities; and improve playfields, vehicular areas, lunch shelters, and play equipment.

Building a new Rose K-5 facility to accommodate 700 students, pursuant to Board specification is estimated to cost $26.9 million in current dollars. Siting the campus's new facilities in the south half of the site along La Puerta Avenue, where playfields currently exist, could conceptually enable the existing Rose Elementary to continue in operation until construction was complete. At that time, the north half of the site would be demolished and replaced with new playgrounds, hard courts, and play fields. The new facility would contain a 28-classroom campus with library, administration space, multipurpose room, and support spaces.

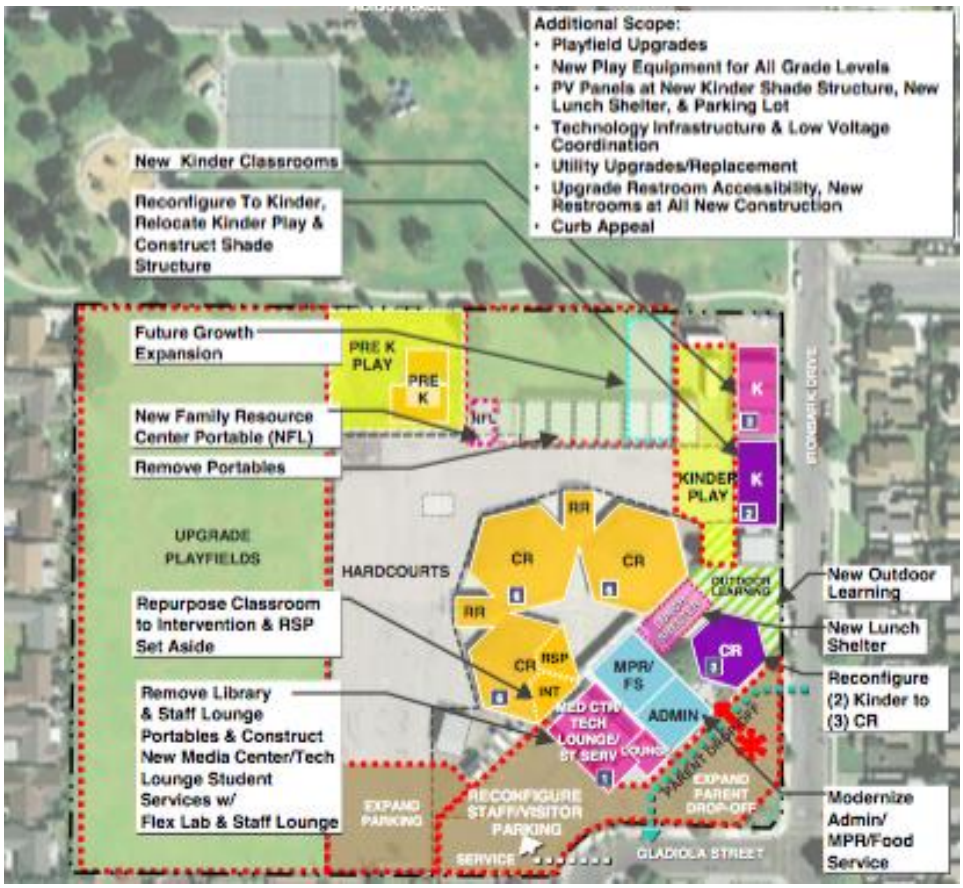
FIG. 11: **ROSE RECOMMENDATIONS (LPA)**

FIG. 12: **EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE**

4.3.4 SIERRA LINDA ELEMENTARY

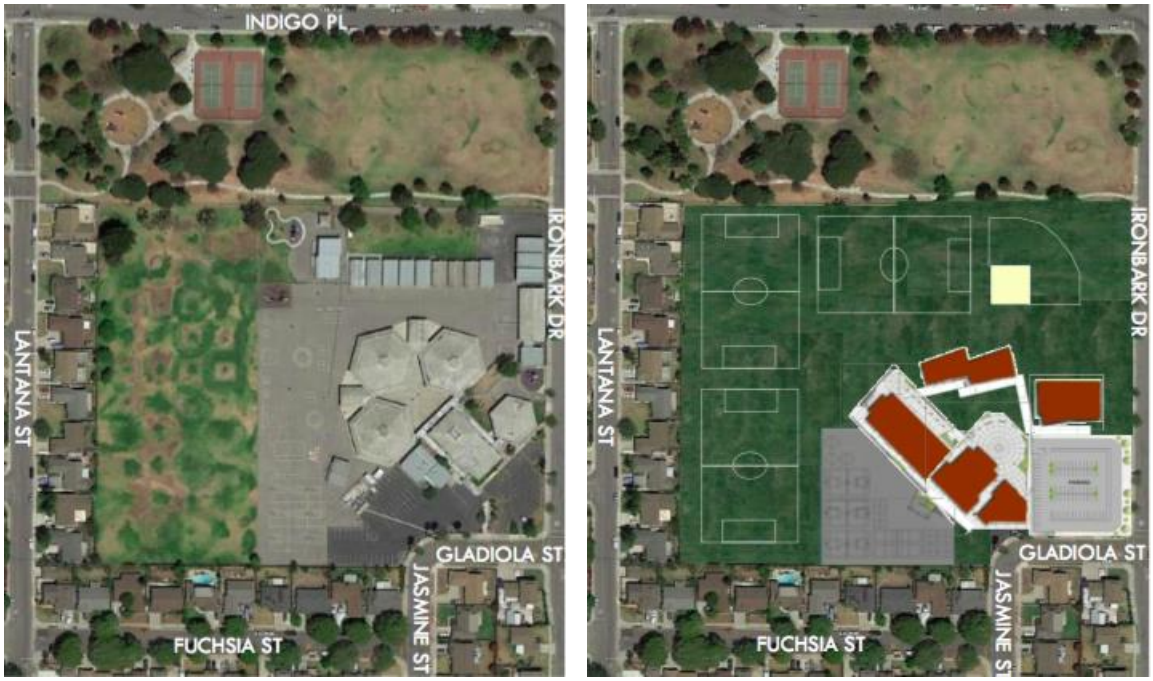
Sierra Linda Elementary School is located at 2201 Jasmine Street and was built in 1966. It is operated as a K-5 facility on 10.5 acres with 21 permanent classrooms and 16 portable classrooms. The site is within a predominantly residential area at the intersection of Gladiola Street and Ironbark Drive. Like Marina West, Sierra Linda uses a "pod" classroom design. The FMP outlined a $16.2 million modernization program to modernize classrooms and the MPR/food service building; construct a media center, tech lounge, and outdoor learning area; construct a new kindergarten building and repurpose existing kindergartens as regular classrooms; and upgrade utilities, playfields, vehicular areas, and play equipment.

FIG. 13: SIERRA LINDA RECOMMENDATIONS (LPA)



It is estimated that the cost of constructing a new replacement school per District K-5 specifications would cost approximately $27.3 million. As previously presented to the Board, these factors indicate that it would be more cost effective to replace the facility. On this basis, it is proposed that the District reconstruct a 700-student school with a 28-classroom campus with library, administration, multipurpose room, playfields, hard courts, and support spaces.

FIG. 14: EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SIERRA LINDA



Nonetheless, Sierra Linda is a more challenging site to rebuild than the other three proposed replacement schools. There is not sufficient space available to construct a replacement school while existing facilities are in operation. The conceptual configuration for the Sierra Linda site places new facilities in the same southeast quadrant as existing facilities. Reconstruction of this campus will therefore require the use of "swing" space to temporarily house the existing school population while the existing site is demolished and rebuilt. Such an opportunity may exist once the additional two new elementary schools are constructed or similar space provided elsewhere. Therefore, the estimated cost associated with the need for interim facilities is not included in the cost to reconstruct Sierra Linda.

4.3.5 SUMMARY OF ESTIMATED COSTS FOR REPLACEMENT SCHOOLS

A summary of the estimated cost for the replacement of the proposed four schools is provided below. In total, 112 new replacement classrooms would be created to replace the older existing classrooms and portable facilities allowing for a combined permanent student capacity of 2,800, pursuant to State student loading standards.

TABLE 12: ESTIMATED COSTS FOR K-5 REPLACEMENT SCHOOLS

Project	Area in Sq. Ft.	Class-rooms	Capacity [1]	Est. Cost
McKinna				**$26,994,172**
Classrooms	23,040	24	600	
Kindergarten rooms	4,480	4	100	
Total	**27,520**	**28**	**700**	
Administration	3,005			
Multi-Purpose	6,175			
Library/Student Information Center	2,700			
Classroom Support Space	1,030			
Ancillary Facilities	6,960			
Total	**19,870**			
Rose				**$26,976,126**
Classrooms	23,040	24	600	
Kindergarten rooms	4,480	4	100	
Total	**27,520**	**28**	**700**	
Administration	3,005			
Multi-Purpose	6,175			
Library/Student Information Center	2,700			
Classroom Support Space	1,030			
Ancillary Facilities	6,960			
Total	**19,870**			
Sierra Linda				**$27,339,753**
Classrooms	23,040	24	600	
Kindergarten rooms	4,480	4	100	
Total	**27,520**	**28**	**700**	
Administration	3,005			
Multi-Purpose	6,175			
Library/Student Information Center	2,700			
Classroom Support Space	1,030			
Ancillary Facilities	6,960			
Total	**19,870**			
Marina West				**$27,324,603**
Classrooms	23,040	24	600	
Kindergarten rooms	4,480	4	100	
Total	**27,520**	**28**	**700**	
Administration	3,005			
Multi-Purpose	6,175			
Library/Student Information Center	2,700			
Classroom Support Space	1,030			
Ancillary Facilities	6,960			
Total	**19,870**			
Grand total for 4 completed K-5 sites	**189,560**	**112**	**2,800**	**$108,634,653**

At State loading standard of 25 students per classroom.

4.4 MODERNIZATION OF SUPPORT FACILITIES

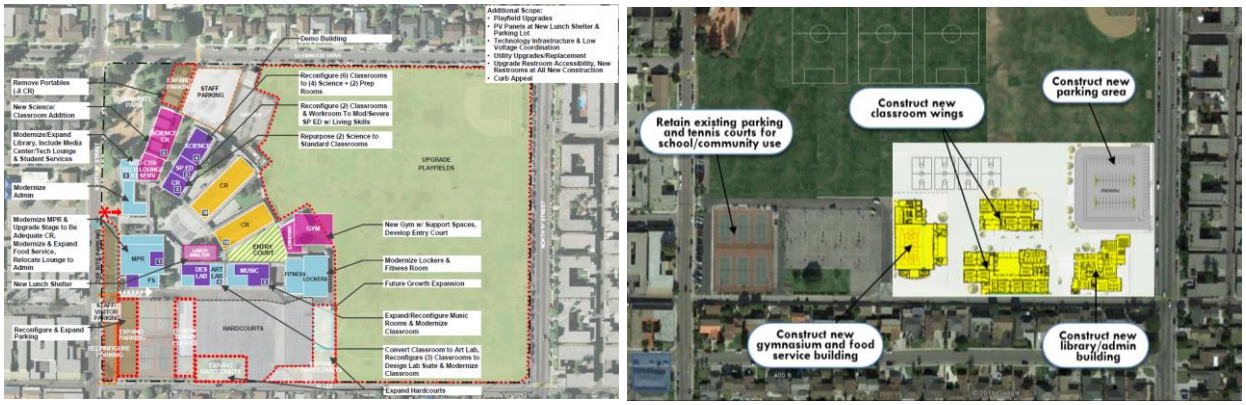
The FMP and the Measure "R" Implementation Program identified MPR and gym facilities to be modernized at the District's remaining K-5, K-8 and 6-8 school facilities. This work is currently scheduled for implementation in Phases 2 and 3 of the Measure "R" Implementation Program. It is substantially dependent for funding on the replenishment of the SFP by statewide voters and the subsequent reimbursement of eligible Phase 1 improvements by the State's SFP.

As part of the six-month review process and in separate study sessions by the Board, alternative analyses have been conducted and reviewed by the Board as to the long term benefit of proposed FMP modernization projects, reconstructing replacement facilities in lieu of modernization, relocating such facilities to more effectively house the Districts students, and on additional efforts to accelerate projects. The following section reviews proposed FMP projects and provides recommendations for further consideration.

4.4.1 FREMONT INTERMEDIATE

The FMP identified the need to modernize existing MPR, lockers, changing and fitness rooms and construct a new gym at Fremont School at an estimated cost of $6.7 million as part of a $ 29.7 million estimated cost to improve and modernize the existing campus. In recent reviews by the Board of alternatives to increasing the capacity of existing sites to house students, replacement strategies for the future relocation of the existing campus were identified. As in previous studies of similar conditions, the total FMP estimated cost of $29.6 million for modernization of the campus was compared with the estimated cost of $42.5 million for the construction of a new replacement campus.

FIG. 15: CONCEPTUAL (RIGHT LPA) CONFIGURATION OF FREMONT INTERMEDIATE



Two locations for the replacement facilities were considered, one at the northeast location of the site and the other along the southern boundary of the site, next to the existing campus that currently faces North "M" Street. Design solutions were identified, but there is an insufficient amount of State grant eligibility available at this time to support additional grade 6-8 improvements. All current grade 6-8 State

eligibility is being concentrated on increasing the District's overall capacity to house future grade 6-8 students in the construction of the Marshall grade 6-8 expansion and in the construction of the new middle school at the Doris/Patterson site.

Therefore, a more limited analysis was conducted as to the ability to construct a replacement facility to the existing MPR that could be integrated as part of a school replacement project. To preserve the option to utilize the new facility as part of a future new replacement school, it is proposed that a new gym be located east of the existing tennis courts, along the southern boundary of the existing site in order to maximize the ability to be integrated as part of a future campus replacement project, should funding become available in the future. Placing the new gym in this location would also reduce the impact on the ongoing operation of the Fremont School during construction of the gym.

Per specification, the estimated cost of the proposed replacement MPR/gym facility is estimated at $5.56 million. This project is proposed to be continued to be funded by the Measure "R" Implementation Program.

4.4.2 HAYDOCK ACADEMY

Haydock Academy is the smallest of the District's 6-8 facilities with a current enrollment of 864 and a permanent classroom capacity of 866 students. The FMP identified an estimated cost of $33.4 million to modernize administrative areas, the media center, locker rooms, elective classrooms and support facilities, plus the construction of a new MPR/food service facility. The new MPR/food service facility was estimated at $5.9 million. An analysis has also been conducted as to the ability of the Haydock Academy, given its current location, existing facilities, and land constraints, to reach an increased capacity requisite for the existing grade 6-8 site to match the total number of students housed pursuant to the District's adopted specifications.

Replacement strategies for the existing campus were explored. One focused on the permanent relocation of grade 6-8 students as part of the new Doris/Patterson 1,200-student middle school, allowing the current Haydock site to return to a K-5 facility. As specified, the new Doris / Patterson middle school would only be able to accommodate approximately 600 of the 770 grade 6-8 students projected to be enrolled at Haydock Academy in school year 2019-20, based on State loading standards. However, by current District student loading standards for grade 6-8 facilities, there would be sufficient space to house the projected new districtwide enrollment and the relocated grades 6-8 students from Haydock Academy. By vacating the Haydock site, it would provide necessary swing space or an additional elementary interim K-5 site for future use or reconstruction. The ability to house additional future unplanned 6-8 growth, however, would be reduced.

The second strategy focused on the interim relocation of grade 6-8 students from Haydock Academy to the new middle school site as a more compact, multi-storied, new middle school of 1,200 students was constructed at the current location. Figure 16 provides a conceptual site study of approaches to accommodate additional capacity, parking and support facilities on the site. Given its residential location, limited street access and potential need for significant multi-story construction to

accommodate up to 1,200 middle school students, Haydock is a challenging site to reconstruct at any grade-level configuration. These issues are substantially reduced, if the site is reconfigured for grade K-5 use with 28 K-5 classrooms instead of a 40-classroom middle school.

Based on the last review and dialogue with the Board regarding the need to explore additional alternatives, a third option is proposed for implementation which involves the repurposing of Driffill as 6-8 middle school facility in lieu of Haydock. Based on the exclusive area of new P2P construction, there are 29 new classrooms, including two science labs, a library, administrative and support space, parking and drop-off areas already in place. No new gym or kindergarten space has yet been built to replace the existing MPR or interim kindergarten facilities.

FIG. 15: CONCEPTUAL RECONFIGURED OF DRIFILL TO 6-8 MIDDLE SCHOOL

As currently designed, there is sufficient space to house up to 783 grade 6-8 students without construction of additional classrooms based on State loading standards. It also provides the opportunity to demolish all remaining older buildings, replacing them with new playfields and a new gym/food service facility. This option provides sufficient capacity to absorb grade 6-8 Haydock middle school students and for Driffill K-5 students to be relocated to a reconfigured 700-student K-5 Haydock school. The estimated cost for these improvements to Driffill is projected to be $7.65 million. Any additional demand for future grade 6-8 capacity demand would be absorbed by the new Doris/Patterson middle school or by building additional 6-8 classrooms at Driffill.

Some level of interim improvement to the multipurpose facility may be required under either of the K-5 scenarios for Haydock. In order to supply the site with some level of improvement to the existing MPR facility that will effectively bridge the immediate needs of today with the ultimate ability to reconstruct the facility under either option, an allowance of $1.5 million has been established. This project is proposed to be continued to be funded by the Measure "R" Implementation Program.

FIG. 16: CONCEPTUAL HAYDOCK ACADEMY SITE PLAN

4.5 K-8 P2P SCHOOLS: MULTIPURPOSE ROOM MODERNIZATION

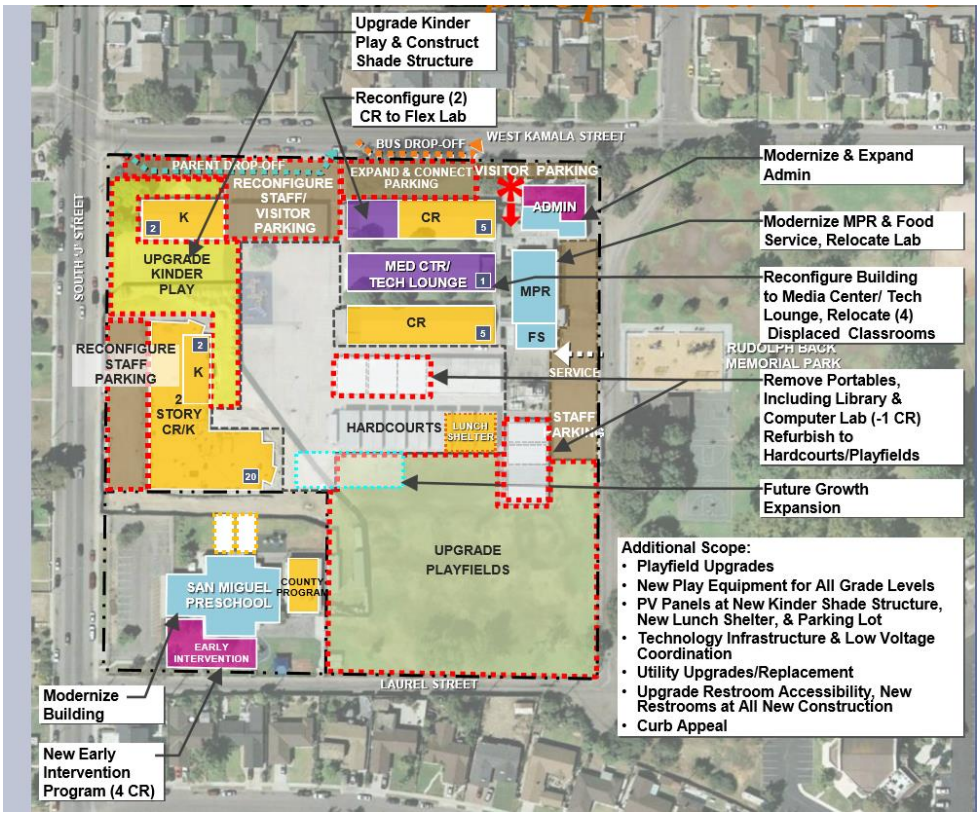
In the early 2000s, the District initiated the P2P program at Kamala, Chavez, Curren, and Driffill to reduce the use of portable classrooms and increase permanent classroom capacity at each site. New classroom buildings were completed at each of these schools, with the Driffill building the last one completed in 2014. As part of the FMP, additional support facility improvements were identified at these four sites, particularly the modernization of multipurpose facilities. These improvements included the modernization of interior finishes, the reconfiguration or upgrade of food services preparation areas and equipment, and the expansion of flexible-use space within the multipurpose room facilities where structurally viable.

4.5.1 KAMALA

Kamala Elementary is located at 634 West Kamala Street on a site just slightly less than 9 acres in size. Original facilities at the site were constructed in 1954 and its P2P classroom building, featuring 23 classrooms, was completed in 2007. The FMP identified the multipurpose room and food service facilities in need of improvement to accommodate the current enrollment and match the conditions established with the P2P construction. Some of this need included new flooring in selected areas,

upgrades to serving lines to increase capacity, replacement of worn materials in the kitchen area, and expanded space to accommodate school and community events.

FIG. 17: FMP PROPOSED IMPROVEMENTS AT KAMALA (LPA)



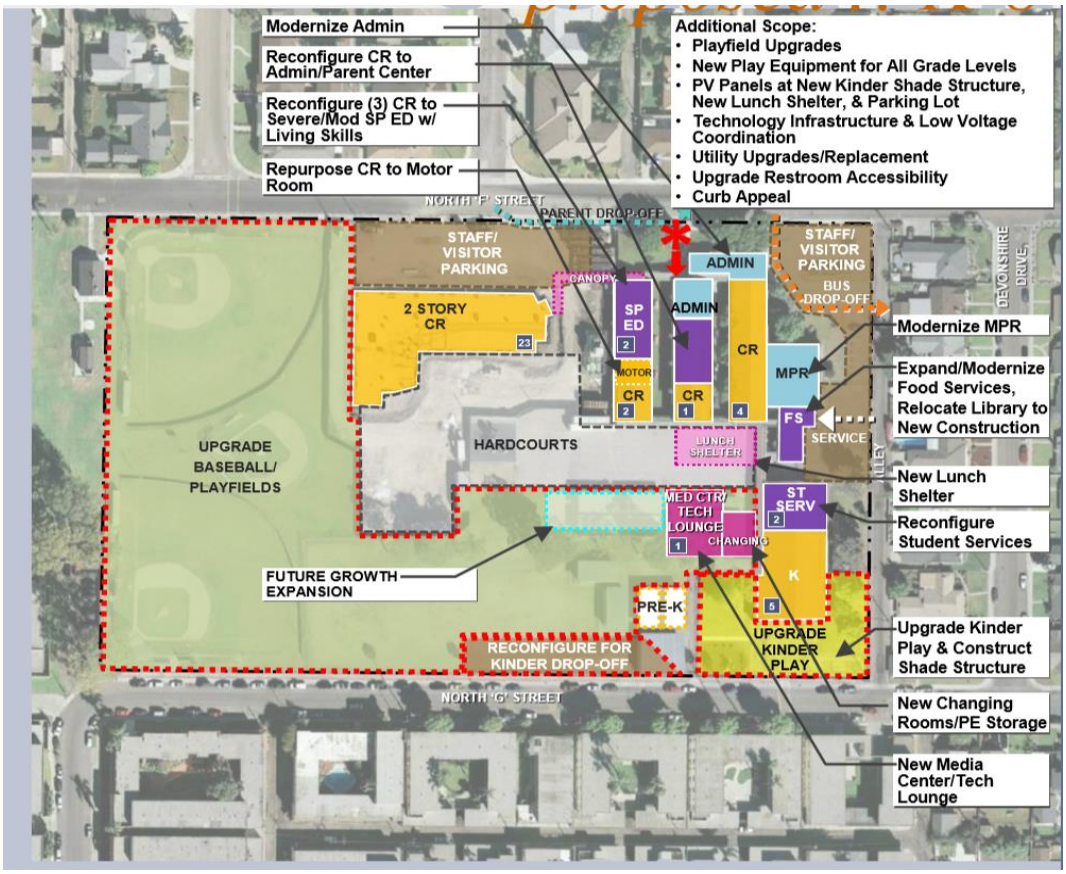
Accordingly, the Measure "R" Implementation Program allocates $2,084,539 toward the modernization of Kamala's MPR and food service facilities. The proposed improvements include modernizing approximately 5,140 square feet of existing MPR/food service space, providing the facility with a 1,350 square foot expansion, new kitchen equipment, and associated site work. Separately, an outdoor lunch shelter was proposed, which has since been completed. This project is proposed to be continued to be funded by the Measure "R" Implementation Program.

4.5.2 CURREN

Curren Elementary, built in 1954, is located at 1101 N. "F" Street in the north end of the City of Oxnard, approximately one block east of Fremont Intermediate School. As with the other P2P sites in the District, Curren has benefited from the completion of a new classroom building in 2007 that provided 23 new classrooms and enabled most portable classrooms to be removed from the site. The District's FMP indicated the need for an expanded and modernized food services and multipurpose facility. As with Kamala, these needs were described by the FMP to entail upgrades to serving lines to increase capacity,

replacement of worn materials in the kitchen area, and expanded space to accommodate school and community events.

FIG. 18: FMP PROPOSED IMPROVEMENTS AT CURREN (LPA)

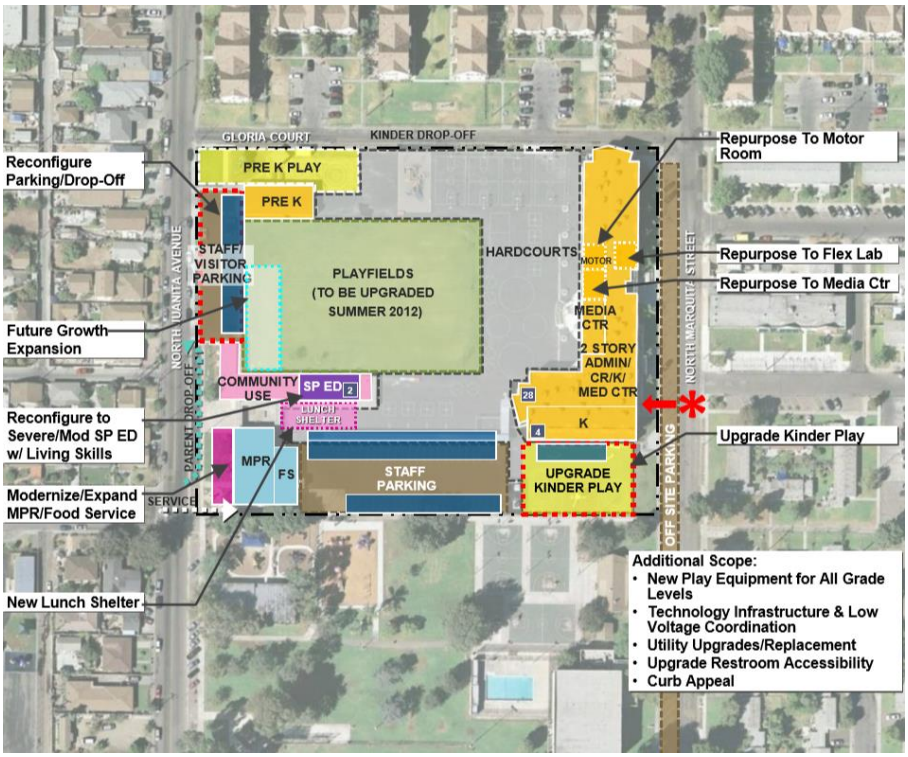


The adopted Measure "R" Program established a budget of $4,581,500 toward the recommendations established by the FMP. The project scope as envisioned by the FMP included the modernization of the existing MPR facility with locker rooms, restrooms, storage space, and food service facilities. It also included all costs relating to demolition and site work. Separately proposed by the FMP was an outdoor lunch shelter, which has since been completed to the northwest of the MPR. The Measure "R" Implementation Program has budgeted for these expenses and will be continued to be funded by the Measure "R" Program.

4.5.3 CHAVEZ

Chavez Elementary, located at 301 N. Marquita Street, is mostly contained within a new P2P classroom facility built in 2004. The two-story P2P building houses classrooms, kindergartens, the library, and administration. Portions of the original 1951 campus remain utilized, including the MPR / food service building and two classroom buildings adjacent to N. Juanita Avenue. The FMP recommended expanding the size of the facility and upgrading interior finishes.

FIG. 18: FMP PROPOSED IMPROVEMENTS AT CHAVEZ (LPA)



Improvements to the multipurpose room and food service facilities were included within the Measure "R" program in the amount of $2,007,579. The proposed improvements include modernizing 7,300 square feet of existing MPR/food service space and upgrading kitchen equipment. As with other P2P sites, the FMP proposed an outdoor lunch shelter, which has since been completed to the northeast of the MPR. This project is proposed to be continued to be funded by the Measure "R" Implementation Program.

4.5.4 DRIFFILL

Driffill Elementary, located at 910 S. E Street, was originally constructed in 1946, modernized in 2004, and reconfigured in 2014 with the construction of a P2P classroom facility that contains classrooms, a library, and the school's administration office. Several original classrooms were demolished at the time of the P2P construction, with two original classroom buildings and the original multipurpose building remaining in use. The MPR lacks modernization upgrades and was identified for improvements by the FMP, including the proposed construction of an outdoor lunch shelter, which has since been completed. Proposed multipurpose room renovation included upgrades to approximately 6,300 square feet of interior space inclusive of both the multipurpose room and kitchen at an estimated cost of $3.85 million.

The Measure "R" Implementation Program evaluated the cost and scope of this renovation, finding the modernization unlikely to address capacity concerns given its lack of any proposed expansion, and

instead recommended the construction of a new multipurpose room and food service facility. Recent analysis has found Driffill to be a suitable option for reconfiguration to a 6-8 middle school program in order to provide increased middle school capacity to the district on a site that can readily accommodate development of a gymnasium facility – as an alternative to the multipurpose room proposed by the FMP and Measure "R" – built to corresponding specifications for grades 6-8.

In December 2015, the Board-adopted Semi-Annual Measure "R" Program update suggested an alternative proposal based on a "reuse of plans" approach that expands and site-adjusts the Harrington MPR that was recently completed. Under this approach, the Harrington MPR plans would be repurposed for Driffill in order to accommodate the existing population at Driffill with adequate assembly and food service space. Four 21st Century classroom spaces would also be provided as part of the new building to further reduce existing portables on the campus. The estimated cost of this alternative was projected at $5,856,048, though funding beyond the amount allocated by the Measure "R" program was dependent on State reimbursements from prior Phase 1 facilities and additional local funds.

FIG. 19: DRIFFILL NEW GYMNASIUM

An alternative scenario is now proposed for funding as part of the Measure "R" Implementation Program and has been further detailed in the description of proposed alternatives to the Haydock site. Under this approach, Driffill would be converted into a 6-8 facility to absorb the 6-8 population served by Haydock Academy. The Driffill P2P facility, without need for further classroom construction, would effectively supply the 6-8 program with classrooms, labs, a library, support space, an administrative office, and parking and drop off areas. Thus, a required addition to Driffill would comprise of a new

gymnasium, built to the east of the current P2P facility, supplying athletic practice courts, bleachers, physical education changing rooms, a food services prep kitchen, restrooms, and general sitework to demolish older buildings as well as expand, restore, and upgrade playfields at both the northeast and southwest portions of the Driffill site. The cost of these Driffill improvements, required in order to complete the site's repurposing to that of a 6-8 grade configuration and educational program, is estimated at $7,647,733. It is recommended that this remain a Measure "R" project.

4.6 REMAINING K-5 SCHOOL IMPROVEMENTS

Four of the District's newer K-5 schools — McAuliffe, Ritchen, Brekke, and Ramona — may benefit from additional administrative and program support space, especially if the District aims to bring the total space devoted to these uses to current specifications and requirements. Adjusting the allotment of administrative and support space at each of these schools will also enable certain permanent classrooms currently being used as non-teaching spaces to be repurposed as classrooms. This kind of repurposing can actually reduce costs and make more efficient use of available space, since administrative and program support spaces tend to be smaller than classrooms.

At each of these schools, the Board-approved specification for administration and program support space is 4,035 square feet, which is greater than the designated administration and support space currently provided. Three of the four schools also have permanent classrooms being used as non-teaching (administrative and support) spaces:

- **McAuliffe:** All permanent classrooms are currently being used as teaching stations. The site has approximately 3,920 square feet of designed administration and program space. Currently, the site houses RSP and Speech support programs in portable facilities. A recommended 730 square feet of additional admin/program space is suggested to properly house these functions.

- **Ritchen:** There is currently one permanent classroom not used as a teaching station that houses the school's RSP support functions. The school has approximately 3,920 square feet of designed administration and program space. A dedicated 480 square feet of additional administration and program space is recommended to more properly accommodate this use. This would release the permanent classroom to return for use as a teaching station.

- **Brekke:** There are currently two permanent classrooms not used as teaching stations that house the school's RSP support and extra support teacher functions. Like McAuliffe and Ritchen, the school was designed for approximately 3,920 square feet of administration and program space. A dedicated 630 square feet of additional administration and program space is recommended to support these functions allowing the release of the two permanent classrooms to return for use as teaching stations.

- **Ramona:** There is currently one permanent classroom not used as a teaching station that houses the school's RSP, Speech, and extra support teacher functions. The site has approximately 3,840

square feet of designed administration and program space. A recommended 880 square feet of additional administration and program space is suggested to house these functions and release the permanent classroom to return for use as a teaching station.

McAuliffe, Ritchen, and Brekke all share a common design feature that include existing support rooms adjacent to classrooms. It may prove more efficient to upgrade these designated areas at these three sites to more fully function as administrative support areas that meet the needs described above rather than constructing new areas at these sites. At Ramona, the additional space can be created by constructing a new program support wing. These improvements are recommended to be funded from the Master Construct Program at an estimated cost of $1.5 million.

4.7 SUMMARY OF MASTER CONSTRUCT PROGRAM IMPROVEMENTS

The following Table 13 is a summary of the proposed Master Construct Program Improvements. It does not include the cost or adjustments to any of the remaining Measure "R" proposed facilities improvements. It only picks up those projects that will depend primarily on the Master Construct Program for their design and construction. The total estimated cost is projected to be $224.9 million.

TABLE 13: ESTIMATED COSTS FOR MASTER CONSTRUCT PROPOSED IMPROVEMENTS

Project	Est. Budget
New Schools	
Seabridge K-5	$25,790,896
Dorris Patterson K-5	$26,402,454
Dorris Patterson 6-8	$42,154,453
School Reconstruction	
McKinna K-5	$26,994,172
Marina West K-5	$27,324,603
Rose K-5	$26,976,126
Sierra Linda K-5	$27,339,753
Additional Improvements	
Brekke Program Support Space	$459,373
McAuliffe Program Support Space	$290,643
Ritchen Program Support Space	$457,865
RamonaProgram Support Space	$292,151
Master Construct Program Subtotal	$204,482,488
Program Reserve	$20,448,249
Master Construct Program Total	**$224,930,737**

SECTION 5

PROGRAM FINANCING

This section reviews existing and anticipated sources of funds for implementing the proposed facilities projects identified as part of the Master Construct Program. Two major sources are considered: the State School Facilities Program and a potential new general obligation bond program.

5.1 STATE MATCHING GRANTS

The State of California provides assistance to eligible school districts in the modernization and new construction of public schools through the School Facilities Program operated by the Office of Public School Construction (OPSC). The program is primarily financed by periodic voter approved State bonds to fund eligible school improvement projects. At this time, the program is allocating remaining funds from previous voter approved bonds on a limited and priority basis for matching modernization and new construction projects. All remaining bond authority has been exhausted and the program is in need of replenishment. Nonetheless, the State is still processing applications, acknowledging their receipt and placing them in order of receipt for consideration by the State Allocation Board, once funding is available.

A 2016 State bond proposition proposed by the Californians for Quality Schools (CQS) Initiative has qualified for the November 2016 ballot. This initiative proposes the placement of a $9 billion State School Bond on the November 2016 ballot, with $7 billion for K-12 schools and $2 billion for community colleges. Separately, the legislature and the governor are continuing efforts to negotiate a smaller bond measure, potentially for the June 2016 ballot. A CQS initiative or a bill by the governor from the legislature would produce a statewide bond in 2016 for voter consideration, and if passed replenish the SFP program.

5.1.1 STATE AID MODERNIZATION

The State's Modernization Program provides state funds on a 60-40 State and local match basis for improvements that educationally enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Proceeds from grants must be used within the boundaries of qualifying school sites and cannot be used on a district wide basis. Applications are submitted to the Office of Public School Construction in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.

2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The pupil grant is currently $3,939 for grades K-6 and $4,167 for grades 7-8. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Table 14 summarizes the District's eligibility for State modernization grants for permanent and portable classrooms, provides a summary of submitted applications, and illustrates remaining eligibility after applications are submitted. These are estimated based on an inventory maintained by the District for each school site relative to age of classroom facilities.

TABLE 14: ESTIMATED MODERNIZATION ELIGIBILITY – 60-40 PROGRAM

	Eligible	(FY 2013-17)		(FY 2021-26)		Total	Measure R	Master
School Site	**CRMs**	**CRMs**	**Amount**	**CRMs**	**Amount**	**Amount**		**Construct**
Brekke	28	0		28	$2,757,300	$2,757,300	$2,757,300	$0
Chavez	0	0		0		$0	$0	$0
Curren	1	0		1	$98,475	$98,475	$0	$98,475
Driffill	0	0		0		$0	$0	$0
Elm	19	0		19	$1,871,025	$1,871,025	$1,871,025	$0
Frank	48	0		48	$5,400,432	$5,400,432	$5,400,432	$0
Fremont	36	36	$4,050,324	0		$4,050,324	$4,050,324	$0
Harrington	0	0		0		$0	$0	$0
Haydock	0	0		0		$0	$0	$0
Kamala	5	0		5	$492,375	$492,375	$0	$492,375
Lemonwood	15	8	$787,800	7	$689,325	$1,477,125	$1,477,125	$0
Marina West	14	8	$787,800	6	$590,850	$1,378,650	$0	$1,378,650
Marshall	0	0		0		$0	$0	$0
McAuliffe	35	33	$3,249,675	2	$196,950	$3,446,625	$3,446,625	$0
McKinna	14	7	$689,325	7	$689,325	$1,378,650	$0	$1,378,650
Ramona	24	0		24	$2,363,400	$2,363,400	$2,363,400	$0
Ritchen	29	27	$2,658,825	2	$196,950	$2,855,775	$2,855,775	$0
Rose	3	0		3	$295,425	$295,425	$0	$295,425
Sierra Linda	16	8	$787,800	8	$787,800	$1,575,600	$0	$1,575,600
Soria	0	0		0		$0	$0	$0
Total	**287**	**127**	**$13,011,549**	**160**	**$16,429,632**	**$29,441,181**	**$24,222,006**	**$5,219,175**
		Submitted Applications						
Project 1 - Fremont		8	$900,072				$900,072	$0
Project 1 - McAuliffe		1	$98,475				$98,475	$0
		9	$998,547				$998,547	$0
Remaining Eligibility		**118**	**$12,013,002**	**160**	**$16,429,632**	**$28,442,634**	**$23,223,459**	**$5,219,175**

Overall, approximately 127 classrooms are eligible currently for modernization for approximately $13.0 million in State grants through fiscal year 2017 with an additional 160 classrooms qualifying after fiscal year 2021 through 2026. In total, approximately $29.4 million in combined modernization eligibility from portable and permanent classrooms is available. To date, two grant applications have been submitted to the State totaling $998,547 for the Measure "R" Fremont and McAuliffe Project 1 modernization projects. Based on the allocation of projects to be implemented under the Measure "R" Implementation Program and those anticipated to available for the proposed Master Construct Program, there is approximately $23.2 million and $5.2 million available, respectively.

5.1.2 STATE AID NEW CONSTRUCTION

The State's New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add permanent capacity for districts to house students, including the construction of a new school or the addition of classrooms to an existing school. The use of proceeds may be applied district wide and are not bound to any specific school site. Applications are submitted to the Office of Public School Construction in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district's projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for grades K-6 and 27 students per classroom for grades 7-8. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the amount of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.

2. **Funding:** Once eligibility is approved, a district may apply for funding on a 50/50 State grant/local match basis. The pupil grant is currently $10,345 for grades K-6 and $10,942 for grades 7-8, and is counted based on each student found to exceed a district's permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 15 summarizes the District's estimated new construction eligibility based on the pupil grant amounts approved by the State. The District is currently eligible for approximately $69.1 million in new construction grants, including $58.9 million for grades K-6 and $10.2 million for grades 7-8. These amounts continue to be subject to a local match requirement by the District equal to the amount of the

total State grant. Estimated eligibility is subject to the availability of funding from the State School Facilities Program.

TABLE 15: NEW CONSTRUCTION ELIGIBILITY (50/50)

Grade Level	Eligible Pupils	Grant Value (Jan 2015)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	$10,345	$58,873,395	$58,873,395
7-8	932	$10,942	$10,197,944	$10,197,944
Total	**6,623**		**$69,071,339**	**$69,071,339**

**Does not include State reimbursement for land acquisition*

5.1.3 FINANCIAL HARDSHIP FUNDING

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

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

In addition, it must meet at least two of the following criteria:

- District has placed on the ballot within the last four years a local general obligation bond
- Bond received at least 50 percent yes votes
- Debt has been issued for capital outlay obligations at a level of at least 30 percent of the district's total bonding capacity
- At least 20 percent of the district's teaching stations are relocatable classrooms

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State's grant in lieu of the District's match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35, 40, 10) are required throughout the project period that a District is in Hardship funding and at "close out". Until approved for construction, eligibility is subject to review every 6 months. A district can apply for planning funds for site acquisition, DSA submittals and construction.

The Oxnard District has exceeded its net bonding capacity and meets more than two of the subsequent criteria, including the 30 percent capital outlay obligations and the teaching station requirement. Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased and alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students. Therefore, a detailed and thoughtful analysis shall be undertaken prior to proceeding with Hardship funding on a case by case basis to meet anticipated project needs of the District. All phasing and budgeting for Measure "R" and the Master Construct Program assume the use of the Basic Program and the Enhanced Program. Use of Financial Hardship is reserved for implementation of the Extended Program, if and when funding becomes available from the State SFP.

5.1.4 REMAINING AND PROPOSED USE OF NEW CONSTRUCTION ELIGIBILTY

Table 16 presents the submitted and the remaining planned amount of new construction grants for Measure "R" projects. State funding does not require the use of pupil grants to receive funding for property acquisition. Overall, this is the amount of grant funding subject to reimbursement from the State SFP, assuming the program is replenished. Based on Table 17, approximately $40.8 million in new construction grant funding is estimated to be remaining at this time for use under the proposed Master Construct Program. This amount will adjust accordingly as enrollment increases or decreases over time within the boundaries of the District. It also presents the proposed use of remaining eligible grant for the Measure "R" Implementation Program to date. These include approximately $28.9 million in future Measure "R" applications.

TABLE 16: SUBMITTED NEW CONSTRUCTION APPLICATIONS

	Pupil Grants			Est. Grant
	K-6	7-8	Total	Amount[1]
Seabridge Land Purchase[2]	0	0	0	$6,517,350
Driffill Kindergarten	0	132	132	$1,444,344
New Harrington School	807	0	807	$8,348,415
Total grants used	**807**	**132**	**939**	**$16,310,109**

TABLE 17: REMAINING NEW CONSTRUCTION GRANTS FOR MEASURE "R"

	Remaining New Construction Grants			Est. Grant Amount (50%)	Est. Local Match (50%)
	K-6	7-8	Total		
Total pupil eligibility	5,691	932	**6,623**	**$69,071,339**	**$69,071,339**
Less grants for Measure "R" projects to be used at:					
Harrington[1]	807	0	**807**	$8,348,415	$8,348,415
Harrington Child Dev Ctr	38	0	**38**	$393,110	$393,110
Elm	600	0	**600**	$6,207,000	$6,207,000
Lemonwood	656	279	**935**	$9,895,085	$9,895,085
Lemonwood Child Dev Ctr	57	0	**57**	$589,665	$589,665
Marshall	108	216	**324**	$3,545,208	$3,545,208
Total grants used	**2,266**	**495**	**2,761**	**$28,978,483**	**$28,978,483**
Total grants remaining	**3,425**	**437**	**3,862**	**$40,213,279**	**$40,213,279**

Table 18 provides a summary of proposed new construction applications to be submitted under the proposed Master Construct Program. Projects to be funded are consistent with the priority use of all funds to expand and maintain capacity of permanent classroom facilities. If enrollment increases as projected, additional eligibility should become available, assuming the existing program and regulations of the SFP remain in effect. Nonetheless, a local match would be required to obtain State funding for these future projects, plus any additional amounts necessary to complete the total required school construction costs identified in this report.

TABLE 18: PROPOSED USE OF NEW CONSTRUCTION GRANTS

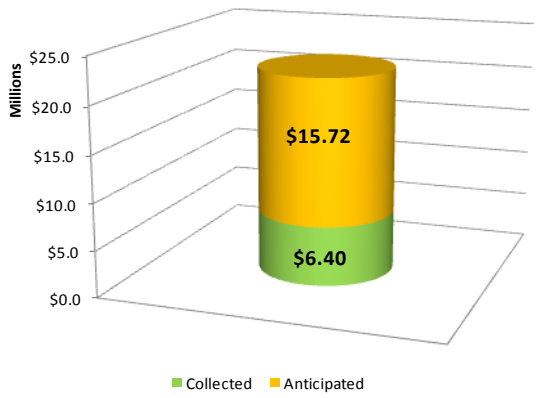
Project	New Construction Grants to be Used			Est. Grant Amount (50%)	Est. Local Match (50%)
	K-6	7-8	Total		
Total grants remaining	3,425	437	3,862	$40,213,279	$40,213,279
New K-5 at Seabridge	630	0	**630**	$6,517,350	$6,517,350
New 6-8 at Doris/Patterson	763	437	**1,200**	$12,674,889	$12,674,889
New K-5 at Doris/Patterson	700	0	**700**	$7,241,500	$7,241,500
Reconstruction of McKinna	700	0	**700**	$7,241,500	$7,241,500
Reconstruction of Marina West	632	0	**632**	$6,538,040	$6,538,040
Total	**3,425**	**437**	**3,862**	**$40,213,279**	**$40,213,279**
Less total grants remaining	**0**	**0**	**0**	**$0**	**$0**

5.2 DEVELOPER FEES

As of March 2015, the District's latest developer fee study recommended a Level 2 developer fee of $3.06 per square foot of new residential development. The study projects approximately 925 residential units being constructed over the next five years. Figure 20 shows the total collected and anticipated developer fees to date, totaling approximately $22.1 million. To date, all developer fees have been

committed to the Measure "R" Implementation Program which has collected $6.4 million in residential developer fees with $15.72 million anticipated to be collected over the remaining duration of the Measure "R" Implementation Program.

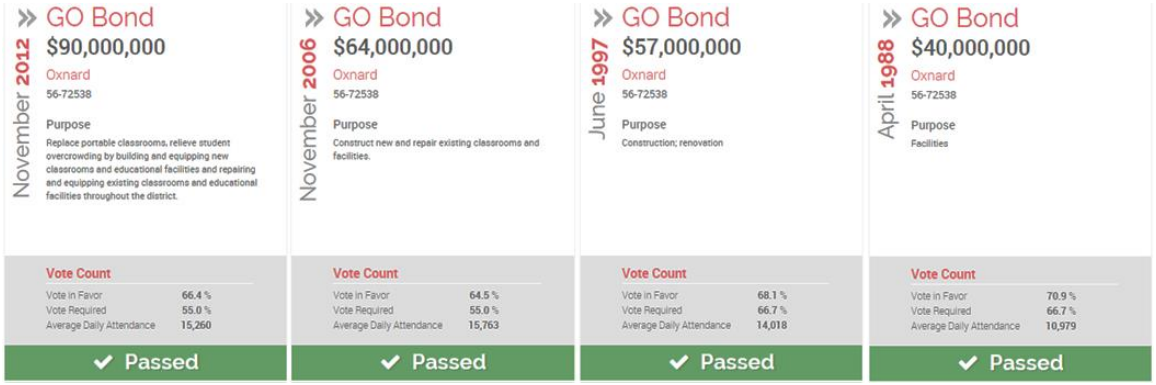
FIG. 20: DEVELOPER FEE COLLECTIONS



5.3 GENERAL OBLIGATION BONDS

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

The District has used G.O. bonds previously to fund major school facility improvements and has been very successful in making use of public financing options and garnering community support to improve school facilities. To date, the District has issued all of its authorized bonds and has no remaining bond authorization from its previous bond programs.



As indicated in Figure 21, the total outstanding principal from the combined bond measures approved by voters to date is approximately $183.3 million as of January 2016. Over the next 15 years, approximately 50% of the entire principal is scheduled to be repaid.

FIGURE 21: REMAINING PRINCIPAL ALL OUTSTANDING BONDS

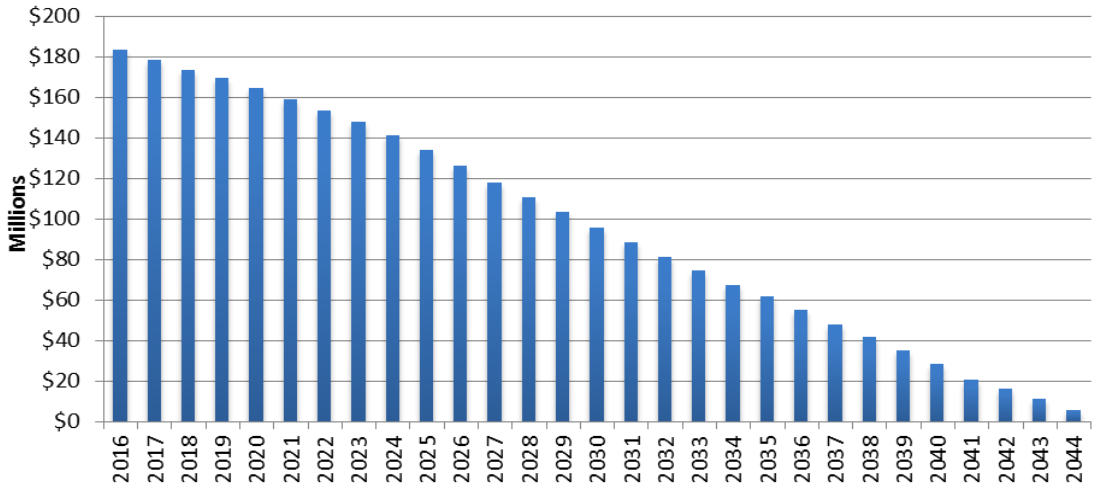
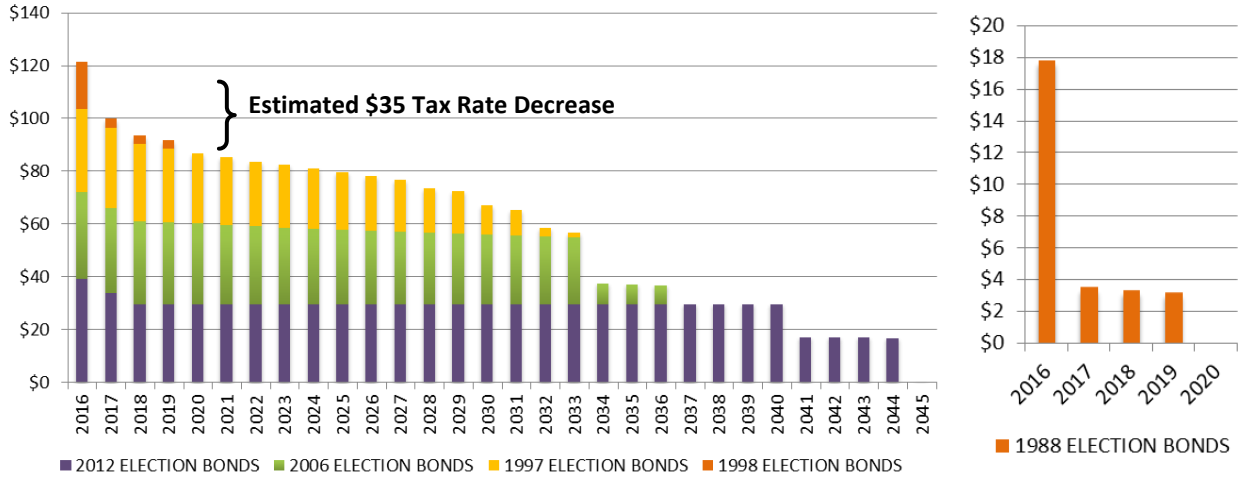


Figure 22 below demonstrates the current combined tax rate for all bonds outstanding and the projected tax rate per $100,000 of assessed value required in each fiscal year to fully retire the bonds outstanding. It also demonstrates when all bonds from previous measures are to be retired and the corresponding tax rate for each. Of special notice is the period from fiscal year 2016 through 2019 when the scheduled retirement of all bonds is projected to result in a projected decline in the combined annual tax rate of $35 per $100,000 assessed valuation.

FIGURE 22: ESTIMATED COMBINED ANNUAL TAX RATE TO REPAY OUTSTANDING BONDS



Most of this decline is due to the scheduled full repayment of the 1988 bond measure in 2019, resulting in an approximate $18 per $100,000 decline from today to the end of the period as well as additional declines from the scheduled repayment of the remaining bond measures. This estimated decrease in the overall tax rate could allow the District to seek additional bonding authority while maintaining a combined tax rate comparable to the current level in fiscal year 2016.

The establishment of a G.O. bond program is highly dependent on the assessed valuation of a school district and State requirements. Assessed valuation serves as the basis for the District's ability to issue and repay G.O. bond debt through the levy of an annual tax on all taxable property. Total assessed valuation and its rate of growth in combination with market conditions typically determine the structure of a G.O. bond program and influences the size and timing of bond sales. The District's assessed valuation is determined each year by the County Assessor and equalized by the County Auditor-Controller.

Table 19 demonstrates the existing assessed valuation for the District and the historical pattern of growth since 2001. The District received substantial annual increases in assessed valuation up until 2008, resulting in total assessed valuation nearly doubling from fiscal year 2001.

TABLE 19: DISTRICT ASSESSED VALUATION

FYE	Total	% Change
2001	$4,931,354,901	N/A
2002	$5,456,598,521	10.65%
2003	$5,936,113,197	8.79%
2004	$6,635,172,071	11.78%
2005	$7,583,558,704	14.29%
2006	$8,657,971,155	14.17%
2007	$9,931,635,061	14.71%
2008	$10,883,340,116	9.58%
2009	$10,923,360,081	0.37%
2010	$10,256,972,528	-6.10%
2011	$10,222,956,307	-0.33%
2012	$10,128,841,659	-0.92%
2013	$10,224,776,805	0.95%
2014	$10,523,302,599	2.92%
2015	$11,258,539,314	6.99%
2016	$11,811,053,863	4.91%
5-Year Average		2.97%
10-Year Average		3.31%
15-Year Average		6.18%

Beginning in 2009, assessed value growth slowed, actually declined by approximately 7.27% overall from fiscal year 2010 through 2012, and began to increase thereafter in fiscal year 2013. The District's 10-year and 15-year annual growth in assessed valuation averaged 3.31% and 6.18%, respectively and 2.97% over the last 5-year period. Prior to the Great Recession, the District's annual growth rate was 12.0% from fiscal 2001 through 2008. County data shows the District's assessed valuation increased by approximately $552 million in FY 2015-16, a 4.91% increase from the prior year. Since the inception of the Measure "R" Program, the District has utilized an average of 4% projected rate of growth in assessed valuation in the issuance of all Measure "R" bonds.

Education Code 15102, limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25% of the District's total assessed valuation at the time bonds are to be sold. School districts can petition the State Board of Education to increase this limit on a case by cases basis.

In 2013 and 2015, the District was granted a waiver by the State Board of Education to increase its statutory debt limit to 1.5% and thereafter to 1.67%, respectively, of total assessed value in order to issue Measure "R" bonds. The scheduled repayment of outstanding debt and projected increases in assessed value should allow the District to be back within its statutory limit by the start of fiscal year 2021. This increased the District's bonding capacity in fiscal year 2016 from $147.6 million to $197.2 million, allowing for the final sale of all Measure "R" bonds to fund the construction of school improvements, in particular Lemonwood School.

TABLE 20: DISTRICT BONDING CAPACITY ANALYSIS

As of January 1, 2016	
ASSESSED VALUATION	
Secured Assessed Valuation	$11,195,662,674
Unsecured Assessed Valuation	$615,391,189
DEBT LIMITATION	
Total Assessed Valuation	$11,811,053,863
Bond Debt Waiver Limit	1.25%
Bonding Capacity at 1.25%	$147,638,173
Additional Measure "R" Waivers at 1.67%	$197,244,600
Outstanding Bonded Indebtedness	$183,260,988
NET STATUTORY BONDING CAPACITY	**$0**
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25%)	$147,638,173
Outstanding Bonded Indebtedness	$183,260,988
% of Statutory Capacity Currently Used	124.13%

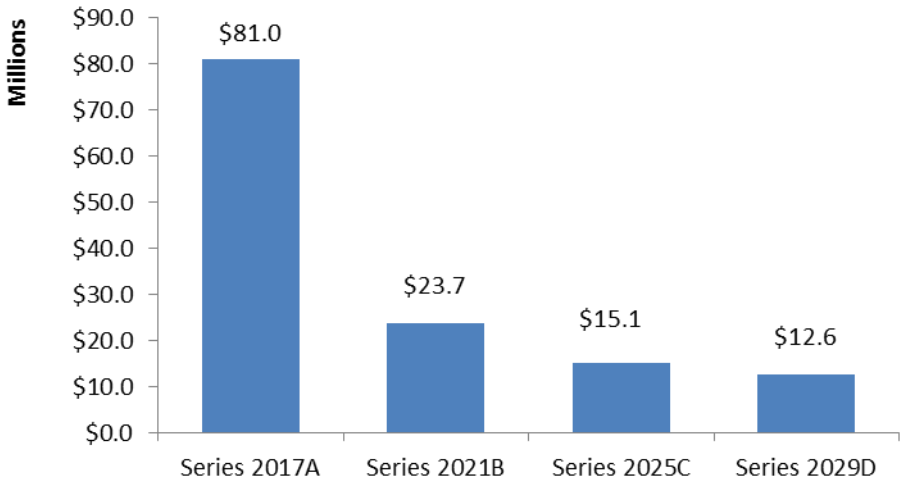
As of January 1, 2016, the District had approximately $183.3 million in outstanding bonded indebtedness which represents 1.55% of its statutory bonding capacity. Any new authorization would be dependent on the increase of current assessed valuation or the granting of an additional waiver by the State. When Measure "R" was approved by voters in 2012, a similar request was made at that time. This calculation also indicates that the District is well within the range to qualify for State Financial Hardship funding from the SFP. To qualify, districts must demonstrate that they are bonded to at least 60% of the statutory bonding limit. Clearly the District exceeds this amount and thus qualifies under this portion of the required criteria.

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

Based on the proposed improvements to be funded by the Master Construct Program, there is a need to issue approximately $132.5 million in general bonds to meet the local match requirement for State facility grants and to fund proposed improvements directly. Should the Board elect to proceed with a new Proposition 39 bond measure, Figure 23 demonstrates a projected bond sales program over time. Assuming that the District's assessed valuation grows at an annual average of 4% and that the District implements the maximum tax rate of $30 per $100,000 of assessed value allowed by Proposition 39, the District could generate approximately $132.5 million in bond proceeds over time at prevailing market conditions.

In the projection below, bond series are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of $30 per $100,000 of assessed valuation. Recognizing that prevailing law and market conditions may change over time, the first bond series is estimated to generate approximately $81.0 million with a total of $104.7 million estimated to be available in the first 5 years of the proposed program from the sale of the initial two bond sales. Subject to prioritization by the Board, this may allow the District to address the need to construct additional classroom capacity solely from local sources should State grant reimbursement be further delayed. Subsequent bond sales have been provided in tandem with the plan of expenditure and phasing proposed in the following sections of this report.

FIGURE 23: ESTIMATED BOND PROCEEDS



SECTION 6

MASTER TIMELINE, BUDGET & SCHEDULE

The FMP used a 15 to 20 year horizon to estimate the demand for school facilities based on required improvements and build out of each site, regardless of estimated costs. The Measure "R" Implementation Program was originally adopted by the Board to represent the facility priorities to be implemented over a 12 year period. As directed by the Board, the Master Construct Program has been developed to work in tandem with the Measure "R" Implementation Program to construct permanent school facilities by adopting its programmatic goals and facilities specifications, building upon the sources and uses of funds already allocated by the District, and interlacing its scheduling, sequencing, and cash flow requirements to leverage the next level of proposed improvements.

Wherever possible, each program has been allowed to be implemented independent of the other. This is especially true in the implementation of the proposed Phase 1 Master Construct Program when priority is given to expanding and maintaining the District's capacity to house students in permanent facilities. However, at some point their integration is required to maintain efficiency and to minimize delays in implementation. This is especially true in subsequent Master Construct projects that replace the need for planned Measure "R" modernization projects with the complete reconstruction of replacement schools at those sites, thus accelerating the benefits to those schools and reducing the amount of Measure "R" funds required. In combination with Master Construct projects, this has the added advantage of accelerating additional Measure "R" modernization projects.

6.1 MASTER TIMELINE

Given that the FMP has identified improvements greater than the amount of resources available within any one program or effort, the Master Construct Program is recommended to be implemented in phases with initial projects that generate the greatest potential for maximum state reimbursement. Building upon this approach, the proposed Master Construct Program is recommended to be implemented as a three phase program that prioritizes the construction of new facilities to increase capacity, the replacement of the District's oldest schools to maintain existing capacity, and the improvement of identified support facilities at the balance of District schools.

- Phase 1: The first phase of the Master Construct Program begins in fiscal year 2017 and extends through fiscal year ending 2020, overlapping Phase 2 of the adopted Measure "R"

Implementation Program. Major work is focused on the construction of the Doris / Patterson elementary and middle school facilities, followed by the replacement of McKinna elementary, and the construction of the southwest elementary school site.

- Phase 2: The second phase of the Master Construct Program begins in fiscal year 2021 and extends through the fiscal year ending in 2024, overlapping Phase 3 of the adopted Measure "R" Implementation Program. Major work during this phase focuses on the replacement and reconstruction of Marina West and Rose.

- Phase 3: The third and final phase of the Master Construct Program begins in 2025 and extends through the fiscal year ending in 2029, adding an overall phase to the current improvement program. Major work during this phase is dedicated to the replacement and reconstruction of Sierra Linda, in addition to improved program spaces in support of the District educational programs at Brekke, McAuliffe, Ritchen and Ramona.

6.2 MASTER CONSTRUCT PROGRAM BUDGET

The proposed Master Construct Program budget has been prepared based on anticipated project costs, including both hard and soft costs. Hard costs are the direct costs of construction, including materials, equipment, and labor. Soft costs consist of all non-construction costs that support or guide the construction work; these include professional fees, permits, consulting services, and administrative costs, among many others. For the purpose of designing a master budget, an "all-in" tally of costs, comprising all hard and soft costs, is necessary to obtain a proper knowledge of the economic impact of a proposed project.

Table 21 shows the proposed summary of the Master Budget for the proposed Master Construct Program. In total, approximately $246.5 million in program improvements are proposed to be financed through a combination of local and State resources. In either case, appropriate voter approval is required. As provided in the Measure "R" Implementation Program, a Program Reserve is provided for each phase of the Master Construct Program to accommodate changes in program as mandated from time to time by the State and as may be need to accommodate local program requirements.

Initial estimates generated for the FMP have been reviewed and adjustments made based on further review and required construction costs encountered as part of the Measure "R" Implementation Program. Given the demand to leverage available construction dollars, alternate methods of construction, including reuse of plan techniques have been investigated and incorporated into the project cost estimates, where applicable. Unit quantities have also been adjusted, particularly to reflect adjustments to proposed facilities educational specifications, including multipurpose rooms, food service and assumed exterior finishes.

TABLE 21: PROPOSED MASTER CONSTRUCT BUDGET

Sources	Est. Total	Phase 1	Phase 2	Phase 3
Master Construct Authorization				
Series A	$ 81,024,606	$ 81,024,606	$ -	0
Series B	$ 23,737,063	0	$ 23,737,063	0
Series C	$ 15,110,901	0	$ 15,110,901	0
Series D	$ 12,627,430	0	$ -	$ 12,627,430
Est. State Reimbursements	$ 114,071,256	$ 79,733,764	$ 32,670,512	$ 1,666,980
Est. Total Sources	**$ 246,571,256**	**$ 160,758,370**	**$ 71,518,476**	**$ 14,294,410**

Uses	Est. Total	Phase 1	Phase 2	Phase 3
Construct Dorris Patterson K-5	$ 26,402,454	$ 26,402,454	$ -	$ -
Construct Dorris Patterson 6-8	$ 42,154,453	$ 42,154,453	$ -	$ -
Construct Seabridge K-5	$ 25,790,896	$ 25,790,896	$ -	$ -
Reconstruct McKinna K-5	$ 26,994,172	$ 26,994,172	$ -	$ -
Reconstruct Marina WestK-5	$ 27,324,603	$ -	$ 27,324,603	$ -
Reconstruct Rose K-5	$ 26,976,126	$ -	$ 26,976,126	$ -
Reconstruct Sierra Linda K-5	$ 27,339,753	$ -	$ -	$ 27,339,753
McAuliffe ES (Admin)	$ 290,643	$ -	$ -	$ 290,643
Brekke ES (Admin)	$ 459,373	$ -	$ -	$ 459,373
Ritchen ES (Admin)	$ 457,865	$ -	$ -	$ 457,865
Ramona ES (Admin)	$ 292,151	$ -	$ -	$ 292,151
Subtotal	$ 204,482,488	$ 121,341,975	$ 54,300,729	$ 28,839,785
Program Reserve	$ 20,448,249	$ 12,134,197	$ 5,430,073	$ 2,883,978
Est. Total Uses	**$ 224,930,737**	**$ 133,476,172**	**$ 59,730,801**	**$ 31,723,763**
Est. Ending Fund Balance	$ 21,640,519	$ 27,282,198	$ 39,069,872	$ 21,640,519
Master Construct Budget	**$ 246,571,256**			

6.3 MASTER CONSTRUCT SCHEDULE

The estimated cost for all three phases is $224.9 million and is expected to be implemented over three phases beginning in 2017 through 2029.

6.3.1 PHASE 1

As demonstrate in Table 22, Phase 1 consists of the first series of Master Construct Program projects and includes two new K-5 schools and a new grade 6-8 middle school, along with the reconstruction of McKinna and Marina West elementary schools for a total of $133.5 million.

TABLE 22: PROPOSED PHASE 1 MASTER CONSTRUCT SCHEDULE

Project	Schedule Jan 2016	Estimated Budget
Construct New School Sites		
Dorris Patterson K-5	0	$26,402,454
Dorris Patterson 6-8	0	$42,154,453
Seabridge K-5	2018/19	$25,790,896
Subtotal		$94,347,803
Reconstruct School Sites		
McKinna K-5	0	$26,994,172
Subtotal		$26,994,172
Subtotal of Phase 1 Projects		**$121,341,975**
Program Reserve		$12,134,197
Total		**$133,476,172**

6.3.2 PHASE 2

In Phase 2, the Master Construct Program includes the reconstruction of Marina West and Rose Elementary for a total of $59.7 million as indicated in Table 23.

TABLE 23: PROPOSED PHASE 2 MASTER CONSTRUCT SCHEDULE

Project	Schedule Jan 2016	Estimated Budget
Reconstruct School Sites		
Marina West K-5	2021	$27,324,603
Rose K-5	2021	$26,976,126
Subtotal		$54,300,729
Subtotal of Phase 2 Projects		**$54,300,729**
Program Reserve		$5,430,073
Total		**$59,730,801**

6.3.3 PHASE 3

In Phase 3, as indicated in Table 24, the Master Construct Program provides for the reconstruction of Sierra Linda to maintain the District's capacity to house existing enrollment and improved program spaces in support of the District's educational programs at Brekke, McAuliffe, Ritchen and Ramona. The total estimated cost is $31.7 million.

TABLE 24: PROPOSED PHASE 3 MASTER CONSTRUCT SCHEDULE

Project	Schedule Jan 2016	Estimated Budget
Reconstruct School Sites		
Sierra Linda K-5	2029	$27,339,753
Est. Subtotal Design & Reconstruct School Sites		$27,339,753
Construct Academic Program Space: Master Construct		
Brekke	0	$459,373
McAuliffe	0	$290,643
Ramona	0	$457,865
Ritchen	0	$292,151
Est. Subtotal Academic Program Space		$1,500,032
Subtotal of Phase 3 Projects		**$28,839,785**
Program Reserve		$2,883,978
Total		**$31,723,763**

Master Construct Program Total	**$224,930,737**

6.4 COMBINED MEASURE "R" & MASTER CONSTRUCT BUDGET AND SCHEDULE

Table 25 presents the Combined Measure "R" and Master Construct Master Budget of $397.9 million of which $122.9 million is already under implementation by Measure "R". Four phases are provided which includes the existing Measure "R" Implementation Program and the proposed Master Construct Program. It begins with the reiteration of the Phase 1 Measure "R" projects which began in fiscal year 2013 and culminates with the proposed Master Construct Schedule that terminates in fiscal year 2029. Tables 26 through 29 present the combined schedule.

Phase 1 consists of the Measure "R" projects currently underway, including the construction of Harrington, Elm, Lemonwood and Marshall and all projects that have already been completed, including the acquisition of the Southwest site and implementation of Project 1.

The Combined Master Budget for Phase 2 combines the Measure "R" improvements at Driffill, Chavez, Curren, Kamala, Fremont, Haydock, and Fremont, with the proposed construction of the two new elementary schools, the new middle school and the reconstruction of McKinna.

Phase 3 includes the construction of replacement schools at Marina West and Rose under the Master Construct Program and the MPR improvements under Measure "R" for McAuliffe, Brekke, Ritchen, and Ramona.

Phase 4 is dedicated to the construction of Sierra Linda under the Master Construct Program and completion of support facility improvements at McAuliffe, Brekke, Ritchen and Ramona. Based on the availability of State funding, efforts will be made to construct all improvements at the latter elementary sites simultaneously with their proposed Phase 3 improvements.

TABLE 25: COMBINED MEASURE "R" & MASTER CONSTRUCT MASTER BUDGET

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	$ 18,390,000	$ 18,390,000	$ -	$ -	$ -
Series B	$ 25,500,000	$ 25,500,000	$ -	$ -	$ -
Series C	$ 15,750,000	$ 15,750,000	$ -	$ -	$ -
Series D	$ 30,360,000	$ 30,360,000	$ -	$ -	$ -
Total Measure "R" Bonds	**$ 90,000,000**				
Master Construct Authorization					
Series A	$ 81,024,606	$ -	$ 81,024,606	$ -	$ -
Series B	$ 23,737,063	$ -	$ -	$ 23,737,063	$ -
Series C	$ 15,110,901	$ -	$ -	$ 15,110,901	$ -
Series D	$ 12,627,430	$ -	$ -	$ -	$ 12,627,430
Total Master Construct Bonds	**$ 132,500,000**				
Measure "L" Authorization	$ 3,316,728	$ 3,316,728	$ -	$ -	$ -
State Bonds	$ 266,611	$ 266,611	$ -	$ -	$ -
Est. State Reimbursements	$ 114,071,256	$ -	$ 79,733,764	$ 32,670,512	$ 1,666,980
Est. Developer Fees	$ 30,156,800	$ 10,072,597	$ 3,977,819	$ 8,071,230	$ 8,035,154
Mello Roos Proceeds	$ 9,088,089	$ 9,088,089	$ -	$ -	$ -
State Reimbursements (Driffill)	$ 9,001,083	$ 9,001,083	$ -	$ -	$ -
Est. Interest Earnings	$ 11,259,487	$ 2,449,417	$ 3,727,803	$ 5,082,267	$ -
Est. Total Sources	**$ 399,660,054**	**$ 124,194,525**	**$ 168,463,992**	**$ 84,671,973**	**$ 22,329,564**
Uses	**Est. Total**	**Phase 1**	**Phase 2**	**Phase 3**	**Phase 4**
Acquire New K-5 Elementary Site	$ 7,635,282	$ 7,635,282	$ -	$ -	$ -
Acquire New K-5/Middle School Site	$ 660,000	$ 660,000	$ -	$ -	$ -
Construct Dorris Patterson K-5	$ 26,402,454	$ -	$ 26,402,454	$ -	$ -
Construct Dorris Patterson 6-8	$ 42,154,453	$ -	$ 42,154,453	$ -	$ -
Construct Seabridge K-5	$ 25,790,896	$ -	$ 25,790,896	$ -	$ -
Reconstruct Harrington Elementary	$ 23,127,171	$ 23,127,171	$ -	$ -	$ -
Reconstruct Elm Elementary	$ 21,076,943	$ 21,076,943	$ -	$ -	$ -
Reconstruct Lemonwood K-8	$ 31,402,250	$ 31,402,250	$ -	$ -	$ -
Reconstruct McKinna K-5	$ 26,994,172	$ -	$ 26,994,172	$ -	$ -
Reconstruct Marina WestK-5	$ 27,324,603	$ -	$ -	$ 27,324,603	$ -
Reconstruct Rose K-5	$ 26,976,126	$ -	$ -	$ 26,976,126	$ -
Reconstruct Sierra Linda K-5	$ 27,339,753	$ -	$ -	$ -	$ 27,339,753
Marshall K-8 (CR)	$ 8,097,558	$ 8,097,558	$ -	$ -	$ -
Driffill K-8 (K/MPR)	$ 10,125,565	$ 2,477,832	$ 7,647,733	$ -	$ -
Chavez K-8 (SL/MPR)	$ 2,639,828	$ 632,249	$ 2,007,579	$ -	$ -
Curren K-8 (SL/MPR)	$ 5,165,127	$ 583,627	$ 4,581,500	$ -	$ -
Kamala K-8 (SL/MPR)	$ 2,687,047	$ 602,508	$ 2,084,539	$ -	$ -
McAuliffe ES (K/MPR/Admin)	$ 2,067,877	$ 336,509	$ -	$ 1,440,725	$ 290,643
Brekke ES (K/MPR/Admin)	$ 1,428,052	$ 271,122	$ -	$ 697,557	$ 459,373
Ritchen ES (K/MPR/Admin)	$ 4,359,590	$ 631,837		$ 3,269,888	$ 457,865
Project 1 Adjustment	$ 284,586	$ 284,586	$ -	$ -	$ -
Fremont MS (SL/Gym)	$ 7,380,054	$ 1,822,619	$ 5,557,436	$ -	$ -
Haydock MS (SL/Gym)	$ 2,566,467	$ 1,066,467	$ 1,500,000	$ -	$ -
Ramona ES (MPR/Admin)	$ 2,047,625	$ -		$ 1,755,474	$ 292,151
Planning for K-8 MPRs	$ 175,000	$ 175,000	$ -	$ -	$ -
Harrington CDC	$ 1,083,351	$ 1,083,351	$ -	$ -	$ -
Lemonwood CDC	$ 860,386	$ 860,386	$ -	$ -	$ -
Technology	$ 26,201,175	$ 11,201,175	$ 9,000,000	$ 6,000,000	$ -
Subtotal	$ 364,053,390	$ 114,028,471	$ 153,720,761	$ 67,464,372	$ 28,839,785
Program Reserve	$ 31,027,650	$ 8,909,136	$ 15,372,076	$ 6,746,437	$ 2,883,978
Est. Total Uses	**$ 397,965,019**	**$ 122,937,608**	**$ 169,092,838**	**$ 74,210,810**	**$ 31,723,763**
Est. Ending Fund Balance	$ 1,066,964	$ 1,256,917	$ 628,071	$ 9,832,317	$ 1,066,964
Revised Master Budget	**$ 399,031,983**				

TABLE 26: COMBINED MEASURE "R" & MASTER CONSTRUCT PROGRAM SCHEDULE (2013-17)

Project	Schedule Dec 2016	Schedule Jan 2016	Estimated Budget
Measure "R" Improvements			
Acquire New Sites			
Elementary School	2013	2013	$7,635,282
SE Elementary School			$0
K-5 / Middle School	2014/16	2014/16	$660,000
Subtotal			$8,295,282
Design & Reconstruct Sites			
Harrington Elem. K-5	2013/14	2013/14	$23,127,171
Lemonwood K-8	2014/18	2014/18	$31,402,250
Elm Elem. K-5	2014/16	2014/16	$21,076,943
Subtotal			$75,606,364
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14	
Ritchen			$631,837 **
Brekke			$271,122
McAuliffe			$336,509
Driffill			$2,477,832
Subtotal			$3,717,300
Design & Construct Science Labs	2013/14	2013/14	
Chavez Science Labs K-8			$632,249
Curren Science Labs K-8			$583,627
Kamala Science Labs K-8			$602,508
Haydock Science Labs 6-8 & Utility Upgrades			$1,066,467
Fremont Science Labs 6-8 & Utility Upgrades			$1,822,619
Subtotal			$4,707,469
Project 1 Adjustment			$284,586
Childhood Development Center Improvements			
Harrington	2015	2015	$1,083,351
Lemonwood	2016	2016	$860,386
Subtotal			$1,943,737
Marshall K-8 12 Classroom Building	2015/17	2015/17	$8,097,558
Planning for K-8 MPRs	2016	2016	$175,000
Technology	2013/15	2013/15	$11,201,175
Measure "R" Improvements Subtotal			$114,028,471
Measure "R" Program Reserve			$8,909,136
Measure "R" Improvements Total			$122,937,608
Master Construct Improvements			
Master Construct Improvements Subtotal			$0
Master Construct Improvements Program Resrve			$0
Master Construct Improvements Total			$0
Combined Total of Measure "R" & Master Construct			**$122,937,608**

TABLE 27: COMBINED MEASURE "R" & MASTER CONSTRUCT PROGRAM SCHEDULE (2017-20)

Project	Schedule Dec 2016	Schedule Jan 2016	Estimated Budget
Measure "R" Improvements			
Modernize K-8 Multipurpose Rooms			
Chavez	2020	2020	$2,007,579
Curren	2020	2020	$4,581,500
Kamala	2020	2020	$2,084,539
Driffill	2020	**2018**	$7,647,733
Subtotal			$16,321,351
Construct Gym & Modernize MPR			
Fremont	2019	**2018**	$5,557,436
Haydock	2019	**2020**	$1,500,000
Subtotal			$7,057,436
Technology	2020	2020	$9,000,000
Measure "R" Improvements Subtotal			$32,378,787
Measure "R" Program Reserve			$3,237,879
Measure "R" Improvements Total			$35,616,665
Master Construct Improvements			
Construct New School Sites: Master Construct			
Dorris Patterson K-5		**2018**	$26,402,454
Dorris Patterson 6-8		**2017**	$42,154,453
Seabridge K-5		**2018/19**	$25,790,896
Subtotal			$94,347,803
Reconstruct School Sites: Master Construct			
McKinna K-5		**2018**	$26,994,172
Subtotal			$26,994,172
Master Construct Improvements Subtotal			$121,341,975
Master Construct Improvements Program Resrve			$12,134,197
Master Construct Improvements Total			$133,476,172
Combined Total of Measure "R" & Master Construct			**$169,092,838**

TABLE 28: COMBINED MEASURE "R" & MASTER CONSTRUCT PROGRAM SCHEDULE (2021-25)

Project	Schedule Dec 2016	Schedule Jan 2016	Estimated Budget
Measure "R" Improvements			
Modernize K-5 Multipurpose Rooms			
Marina West	2026		$0
Rose	2024		$0
Sierra Linda	2023		$0
Brekke	2025	**2023**	$697,557
McAuliffe	2025	**2023**	$1,440,725
Ramona	2025	**2023**	$1,755,474
Ritchen	2025	**2023**	$3,269,888
Subtotal			$7,163,644
Improve K-5 Kindergarten Facilities			
McKinna	2021		$0
Marina West	2021		$0
Rose	2022		$0
Sierra Linda	2021		$0
Subtotal			$0
Technology	2025		$6,000,000
Measure "R" Improvements Subtotal			$13,163,644
Measure "R" Program Reserve			$1,316,364
Measure "R" Improvements Total			$14,480,008
Master Construct Improvements			
Reconstruct School Sites: Master Construct			
Rose K-5		**2021**	$26,976,126
Marina West K-5		**2021**	$27,324,603
Subtotal			$54,300,729
Master Construct Improvements Subtotal			$54,300,729
Master Construct Improvements Program Resrve			$5,430,073
Master Construct Improvements Total			$59,730,801
Combined Total of Measure "R" & Master Construct			**$74,210,810**

TABLE 29: COMBINED MEASURE "R" & MASTER CONSTRUCT PROGRAM SCHEDULE (2025-29)

Project	Schedule Dec 2016	Schedule Jan 2016	Estimated Budget
Measure "R" Improvements			
Measure "R" Improvements Subtotal			$0
Measure "R" Program Reserve			$0
Measure "R" Improvements Total			$0
Master Construct Improvements			
Design & Reconstruct School Sites: Master Construct			
Sierra Linda K-5		**2029**	$27,339,753
Subtotal			$27,339,753
Construct Academic Program Space: Master Construct			
Brekke		**2025**	$459,373
McAuliffe		**2025**	$290,643
Ramona		**2025**	$457,865
Ritchen		**2025**	$292,151
Subtotal			$1,500,032
Master Construct Improvements Subtotal			$28,839,785
Master Construct Improvements Program Resrve			**2,883,978**
Master Construct Improvements Total			$31,723,763
Combined Total of Measure "R" & Master Construct			**$31,723,763**

Measure "R" & Master Construct Total	**$397,965,018**

6.5 CONCLUSION

The Master Construct Program presents the Board of Trustees with the opportunity to expand the improvements made using Measure R Program to the remaining aging school sites throughout the District. It also presents the Board with the opportunity to expand the 21st Century improvements to additional school sites. The proposed Master Construct Program focuses on adding permanent capacity to accommodate existing and future enrollment, replace aging schools and providing improved support facilities to support educational program throughout the District.

The report is made possible through collaboration with the District, its staff and the various individuals involved in the assessment and compilation of this report. More importantly, the report is the result of numerous interactive workshops with the Board of Trustees that provided invaluable input and direction.

SECTION 7

RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt the Master Construct Program as an update of the District's Facilities Master Plan

OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS
JANUARY – DECEMBER 2016

(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	20	Regular Board Meeting (Note: only ONE meeting in January)
February	3	Regular Board Meeting
	17	Regular Board Meeting
March	2	Regular Board Meeting
	16	Regular Board Meeting
April	20	Regular Board Meeting (Note: only ONE meeting in April)
May	4	Regular Board Meeting
	18	Regular Board Meeting
June	1	Regular Board Meeting
	22	Regular Board Meeting
July		District Dark – No meeting in July
August	3	Regular Board Meeting
	24	Regular Board Meeting
September	7	Regular Board Meeting
	21	Regular Board Meeting
October	5	Regular Board Meeting
	19	Regular Board Meeting
November	2	Regular Board Meeting (Note: only ONE meeting in November)
December	7	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: 12-09-15

Mission: "Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities."