

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA #2 REGULAR BOARD MEETING

Wednesday, August 26, 2015

5:00 p.m. Study Session

Closed Session To Follow

7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
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 promotes self-discipline, motivation and excellence in learning.



Visión:

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

Misión:

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

**Section A
PRELIMINARY**

A.1 Call to Order and Roll Call

5:00 PM

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

A.2 Pledge of Allegiance to the Flag

Mrs. Noemi Valdes, Director, Early Childhood Education Program, will introduce a student in the Preschool NFL Program; 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 a student in the Preschool NFL Program.

A.4 Presentation by Preschool NFL Staff

Mrs. Noemi Valdes will provide a short presentation to the Board regarding the Preschool NFL Program. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

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

A.6 Study Session – 2015-16 Board of Trustees/Superintendent Vision & Mission Statement and Goals & Objectives (Dr. Morales)

The Board of Trustees will receive a presentation on the 2015-16 Board of Trustee/Superintendent Vision & Mission Statement and the Goals & Objectives.

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

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 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:
 - Director, Certificated Human Resources
 - Director, Special Education
 - Manager, Special Education
 - Assistant Principals (3)

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.

A.11 Introduction of New Administrator(s) (Dr. Morales)

Administration will introduce the following new administrator(s) to the Oxnard School District and/or employees to new positions to the Board of Trustees:

- Jorge Mares, Principal at Marina West
- Elena Garcia, Assistant Principal at Curren School
- Suzanne Grajeda, Assistant Principal at Chavez School
- Sarah Lepe, Assistant Principal at Drifill School
- Rosaura Castellanos, Assistant Principal at Soria School

**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.

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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:

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

C.1 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
<ul style="list-style-type: none"> ▪ #15-75 with NCS Pearson Inc., to provide professional development to teachers who will be implementing "Words Their Way: Words Study in Action: Implementation Essentials"; amount not to exceed \$2,200.00, to be paid with Title I Funds; 	Freeman/ Arellano
<ul style="list-style-type: none"> ▪ #15-76 with Mixteco/Indigena Community Organizing Project (MICOP), to provide interpreting and visual translation services as needed for Mixteco and Zapotec speaking families; amount no to exceed \$45.00 per hour plus mileage, to be paid with EL Funds; 	Freeman/ Arellano
<ul style="list-style-type: none"> ▪ #15-77 with Mad Science of Los Angeles, to provide enrichment activities for students at K-8 schools: Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria, September 1, 2015 through June 30, 2016; amount no to exceed \$30,000.00, to be paid with Unrestricted General Funds; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-78 with Art Trek Inc., to provide art lessons during after school hours for students attending Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria, September 1, 2015 through June 30, 2016; amount not to exceed \$20,000.00 (\$10,000.00 plus additional classes billed at \$250.00 per class/per school), to be paid with Unrestricted General Funds; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #15-79 with Ventura County Office of Education/SELPA for Occupational Therapist (OT), and Certified Occupational Therapist Assistant (COTA) services for the 2015-2016 school year; amount not to exceed \$107,520.00, to be paid with Special Education Funds; 	Freeman
<ul style="list-style-type: none"> ▪ #15-80 with Ventura County Office of Education/SELPA for Social/Emotional Services Specialist (SESS) services for the 2015-2016 school year; amount not to exceed \$61,440.00, to be paid with Special Education Funds; 	Freeman
<ul style="list-style-type: none"> ▪ #15-91 with Focus on the Masters, to provide art integration classes at Fremont Middle School for the 2015-2016 school year; amount not to exceed \$5,850.00, to be paid with Title I Funds. 	Freeman/ Brisbine

C.2 Ratification of Agreements

It is recommended that the Board approve the following ratification of agreements:	Dept/School
<ul style="list-style-type: none"> ▪ #15-81 with Hueneme School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student RV071706 for the 2015-2016 school year, including Extended School Year; Hueneme School District will reimburse Oxnard School District \$24,407.00; 	Freeman

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Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements (continued)

It is recommended that the Board approve the following ratification of agreements:	Dept/School
<ul style="list-style-type: none"> ▪ #15-82 with Hueneme School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student VH121010 for the 2015-2016 school year, including Extended School Year; Hueneme School District will reimburse Oxnard School District \$22,887.00; 	Freeman
<ul style="list-style-type: none"> ▪ #15-83 with Hueneme School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student IR100509 for the 2015-2016 school year, including Extended School Year; Hueneme School District will reimburse Oxnard School District \$22,887.00; 	Freeman
<ul style="list-style-type: none"> ▪ #15-84 with Pleasant Valley School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student LA101809 for the 2015-2016 school year, including Extended School Year; Pleasant Valley School District will reimburse Oxnard School District \$23,527.00; 	Freeman
<ul style="list-style-type: none"> ▪ #15-85 with Rio School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student GE052610 for the 2015-2016 school year, excluding Extended School Year; Rio School District will reimburse Oxnard School District \$22,887.00; 	Freeman
<ul style="list-style-type: none"> ▪ #15-86 with Simi Valley Unified School District for Oxnard School District to provide Deaf and Hard of Hearing Services to student SF052208 for the 2015-2016 school year, including Extended School Year; Simi Valley Unified School District will reimburse Oxnard School District \$22,887.00; 	Freeman
<ul style="list-style-type: none"> ▪ #15-87 with Ocean View School District for Oxnard School District to provide Deaf and Hard of Hearing Services for student JM060311 for the 2015-2016 school year, including Extended School Year; Ocean View School District will reimburse Oxnard School District \$22,887.00; 	Freeman
<ul style="list-style-type: none"> ▪ #15-88 with Editorial Projects in Education Inc. to provide on-line advertisements for hard-to-fill certificated vacancies, July 27, 2015 through July 26, 2016; amount not to exceed #3,450.00, to be paid with General Funds; 	Vaca
<ul style="list-style-type: none"> ▪ #15-90 with CompHealth Medical Staffing to provide temporary occupational therapy services to Oxnard School District students, August 19, 2015 through June 30, 2016; amount not to exceed \$70.00 per hour, to be paid with Special Education Funds. 	Vaca

C.3 Approval of Overnight Field Trip and Agreement #15-74 – The Outdoor School at Rancho Alegre – Marshall School

It is the recommendation of the Assistant Superintendent, Educational Services and the Principal at Marshall School, that the Board of Trustees approve request for participation of 90 fifth grade students from Thurgood Marshall School in an instructional program of Outdoor Science & Conservation Education, located in Santa Barbara, June 6-9, 2016; costs will be paid from School Donation – Science Camp Fund.	Dept/School
	Freeman/ Breitenbach

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

Section C
CONSENT AGENDA
(continued)

C.4 Approval of WAL #003 to Master Agreement #13-124 with CTE South for Preconstruction Geotechnical Services for Marshall E.S. 12 Classroom Building

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #003 for Preconstruction Geotechnical Services per Master Agreement #13-124 with CTE South; services will be completed for a lump sum fixed fee of \$14,900.00, to be funded with Measure R Bond Funds.	Dept/School Cline/ CFW, Inc.
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C.5 Approval of WAL #003 to Master Agreement #13-126 with MNS Engineering for Site Survey and Utility Location Services for the Marshall E.S. 12 Classroom Building

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve Work Authorization Letter #003 for Surveying and Utility Location Services per Master Agreement #13-126 with MNS Engineering; services will be completed for a lump sum fixed fee of \$7,200.00, to be funded with Measure R Bond Funds.	Dept/School Cline/ CFW, Inc.
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C.6 Ratification of Supplemental WAL #001S to Master Agreement #13-122 with Earth Systems for Additional DSA Special Inspection and Testing Services for Harrington Elementary School

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Supplemental Work Authorization Letter #001S for additional DSA Special Inspection and Testing Services for Harrington per Master Agreement #13-122 with Earth Systems; services will be completed for a lump sum fixed fee of \$68,176.60, to be funded with Measure R Bond Funds.	Dept/School Cline/ CFW, Inc.
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C.7 Ratification of WAL #003 to Master Agreement #13-132 with Tetra Tech, Inc.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Work Authorization Letter #003 to prepare a Pipeline Risk Analysis per Master Agreement #13-132 with Tetra Tech, Inc.; services will be completed for a lump sum fixed fee of \$7,500.00, to be funded with Measure R Bond Funds.	Dept/School Cline/ CFW, Inc.
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C.8 Participation per Public Contract Code §20118 – OSD for the Purchase and Installation of Commercial Carpet and Flooring

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing, that the Board of Trustees approve participation with the Ventura County Community College District Bid #481 for the purchase and installation of Commercial Carpet and Flooring from Reliable Floor Covering, for the performance term of the Ventura County Community College District's agreement; any fees incurred will be charged to end user's budget.	Dept/School Cline/ Franz
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
(continued)

C.9 Ratification of Change Order #1 for Marshall School Flooring Project, Bid #14-02

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Director, Facilities, that the Board of Trustees ratify Change Order #1 in the amount of \$44,828.00 for Bid #14-02 Marshall School Flooring Project with ProSpectra Contract Flooring, to be paid with General Funds.	Dept/School Cline/ Cross
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C.10 Employment Contract Amendment: District Superintendent

It is recommended that the Board of Trustees approve the amendment to the employment contract for the District Superintendent.	Dept/School Vaca
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C.11 Approval of New Job Description: Counselor Coordinator

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services, that the Board of Trustees approve the Counselor Coordinator position pending Board approval of the Counseling Program Grant.	Dept/School Freeman/ Ridge
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C.12 Approval of New Job Description: Counselor

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services, that the Board of Trustees approve the Counselor position pending Board approval of the Counseling Program Grant.	Dept/School Freeman/ Ridge
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C.13 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
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C.14 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.	Dept/School Vaca/Koch
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section D
ACTION ITEMS

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

D.1 Approval of 2015-2016 Board of Trustees/Superintendent Vision & Mission Statement and Goals & Objectives (Dr. Morales)

It is recommended that the Board of Trustees approve the revised Board of Trustees/Superintendent Vision & Mission Statements and Goals & Objectives, as presented.

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

ROLL CALL VOTE:

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

D.2 CSBA – Call for Nomination For Director-At-Large African American, American Indian, And County (Dr. Morales)

It is recommended that the Board of Trustees consider the nomination of one of the OSD Trustees as a representative for Director-At-Large African American, American Indian, and County; and that the nominee submit all of the required documents before the deadline.

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

ROLL CALL VOTE:

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

D.3 Approval And Public Notice of Intent To Employ Sarah Lepe In An Administrative Position On The Basis Of An Experience Waiver (Vaca)

It is the recommendation of Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve Recommendation Form (41-REC ADMIN) affirming the District's intent to employ Sarah Lepe in an administrative position, on the basis of an experience waiver.

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

ROLL CALL VOTE:

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

D.4 Consider Appointment Of CSDA Design Group As Architect of Record For The Marshall New Classroom Building Project and Approve Agreement #15-89(Cline/CFW, Inc.)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees appoint CSDA Design Group as Architect of Record for the Marshall new Classroom Building Project of the Measure "R" Facilities Implementation Program and that the Board of Trustees approve Agreement #15-89 for Architectural Services with CSDA Design Group, and the proposed project design & site layout; basic services fee of \$462,750.00, plus additional reimbursable allowance for approved expenses of \$30,000.00, for a total contract amount not to exceed \$492,750.00, to be funded with Measure R Bond Funds.

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

ROLL CALL VOTE:

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

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

**Section D
ACTION ITEMS**

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

***D.5 Consider Approval Of Pre-Qualified Firms For Lease Leaseback Preconstruction
And Construction Services For The Oxnard School District’s Facilities Program
(Cline/CFW, Inc.)***

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, Inc. and the District’s selection committee, that the Board of Trustees approve the following prequalified firms, no fiscal impact at this time:

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

Existing Firms/Prequalification Renewed:

- Bernards
- C.W. Driver
- Swinerton Builders

New Firms/Prequalification Added:

- Meehleis Modular Buildings, Inc.
- Pinner Construction Co., Inc.
- Frank Schipper Construction Co.

ROLL CALL VOTE:

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

D.6 Approval Of Special Education Local Plan Area (SELPA) (Freeman)

It is recommended that the Board of Trustees approve the Special Education Local Plan Area (SELPA), pursuant to Education Codes 56195-56195.10. (Insert #1 to August 26, 2015 Board Agenda)

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

ROLL CALL VOTE:

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

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

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

E.1 K-5 and K-8 Strand Presentation (Freeman)

The Board of Trustees will receive a presentation on the development of the Academy Strand Focuses for the K-5 and K-8 schools.

**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.)

F.1 First Reading of Board Policies, Regulations and Bylaws

It is recommended that the Board review the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and approve for a first reading:

Note:

Revision of AR 5111	Student ADMISSION	Freeman
Revision of AR 5126	Student AWARDS FOR ACHIEVEMENT	Freeman
Revision of E 5145.6	Student PARENTAL NOTIFICATIONS	Freeman
New E 0420.41	Philosophy, Goals, Objectives, and Comprehensive Plans CHARTER SCHOOL OVERSIGHT	Freeman

**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: Dr. Cesar Morales

Date of Meeting: 08-26-15

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

**BOARD OF TRUSTEES/SUPERINTENDENT VISION & MISSION STATEMENTS
AND GOALS & OBJECTIVES FOR 2015-2016**

The following Goals & Objectives represent a collaborative process which indicates specific areas of focus for the 2015-2016 school years.

Vision Statement

“Empowering All Children to Achieve Excellence”

Mission Statement

“Ensure a Culturally Diverse Education for Each Student in a Safe, Healthy and Supportive Environment That Prepares Students for College and Career Opportunities.”

DISTRICT GOAL ONE:

All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students For College and Career Opportunities

➤ **Objectives:**

- 1.1 All students will demonstrate grade level reading proficiency.
- 1.2 All students will demonstrate grade level math proficiency.
- 1.3 All English Learners will demonstrate annual progress in English Proficiency in pursuit of Reclassification.
- 1.4 Schools will support Science Technology Engineering Arts and Mathematics (STEAM) through the development and implementation of a Strand Focus.
- 1.5 Ensure technology is used consistently as a tool to aid in student learning.

DISTRICT GOAL TWO:

Improve Communication With Parents, Community and Staff

➤ **Objectives:**

- 2.1 Develop a Strategic Communication Plan ensuring that all segments of the District’s stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency training and support Districtwide.
- 2.6 Develop plan to improve customer service Districtwide.

DISTRICT GOAL THREE:

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

➤ **Objectives:**

- 3.1 Increase enrollment capacity over time to accommodate projected growth.
- 3.2 Develop a collaborative working relationship with the City of Oxnard for planning and development purposes, sharing of facilities and joint use agreements.
- 3.3 Adopt three tiers of alternate funding to maximize the Facilities Implementation Program over time:
 - Basic Program: rely on local funding only – remaining Developer Fees and Capital Program Fund balances and Measure “R” proceeds – 2017
 - Enhanced Program: rely on the Basic Program, plus matching State Grants for Modernization (60/40) and New Construction (50/50) – 2027
 - Extended Program: rely on the Basic Program plus the Enhanced Program, plus State Financial Hardship Funding to provide the District’s local match share for Modernization and New Construction Grants – 2027

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees consider and review the Board of Trustees/Superintendent Vision and Mission Statement, and the Goals & Objectives for 2015-2016, and approve them later on in the agenda under Action Item D.1.

ADDITIONAL MATERIAL:

- **PowerPoint Presentation**

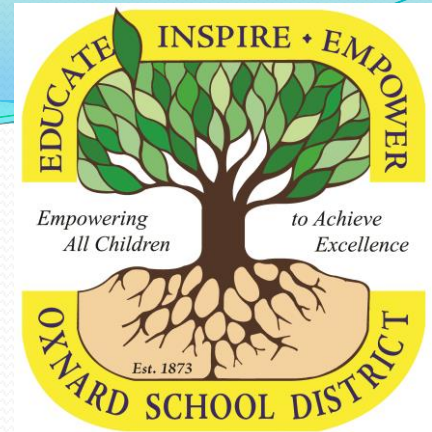
GOALS: *All Goals Listed Above*

OXNARD SCHOOL DISTRICT VISION STATEMENT



**“Empowering all Children
to
Achieve Excellence”**

August 26, 2015



OXNARD SCHOOL DISTRICT MISSION STATEMENT

**“Ensure a Culturally Diverse Education
for Each Student in a Safe,
Healthy and Supportive Environment
That Prepares Students for College and
Career Opportunities.”**

District Goal One:

All Students will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

Objectives:

- 1.1 All students will demonstrate grade level reading proficiency.
- 1.2 All students will demonstrate grade level math proficiency.
- 1.3 All English Learners will demonstrate annual progress in English Proficiency in pursuit of Reclassification.
- 1.4 Schools will support Science Technology Engineering Arts and Mathematics (STEAM) through the development and implementation of a Strand Focus.
- 1.5 Ensure technology is used consistently as a tool to aid in student learning.

District Goal Two:

Improve Communication with Parents, Community and Staff

Objectives:

- 2.1 Develop a Strategic Communication Plan ensuring that all segments of the District's stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency training and support Districtwide.
- 2.6 Develop plan to improve customer service Districtwide.

District Goal Three:

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

Objectives:

- 3.1 Increase enrollment capacity over time to accommodate projected growth.
- 3.2 Develop a collaborative working relationship with the City of Oxnard for planning and development purposes, sharing of facilities and joint use agreements.
- 3.3 Adopt three tiers of alternate funding to maximize the Facilities Implementation Program over time:
 - Basic Program: rely on local funding only – remaining Developer Fees and Capital Program Fund balances and Measure “R” proceeds – 2017
 - Enhanced Program: rely on the Basic Program, plus matching State Grants for Modernization (60/40) and New Construction (50/50) – 2027
 - Extended Program: rely on the Basic Program plus the Enhanced Program, plus State Financial Hardship Funding to provide the District’s local match share for Modernization and New Construction Grants - 2027

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

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

Approval of Agreement #15-75 – NCS Pearson Inc. (Freeman/Arellano)

NCS Pearson Inc. will provide professional development to our teachers who will be implementing “Words Their Way: Words Study in Action: Implementation Essentials”.

FISCAL IMPACT:

Not to exceed \$2,200 – Title 1

RECOMMENDATION:

It is the recommendation of the Executive Director, English Learner Services, and the Superintendent, that the Board of Trustees approve Agreement #15-75 with NCS Pearson Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #15-75, NCS Pearson Inc. (7 Pages)



OSD AGREEMENT #15-75

AGREEMENT

August 26, 2015

Date

THIS AGREEMENT (“**Agreement**”) is by and between NCS Pearson, Inc., a Minnesota corporation, having offices located at 3075 W Ray Road, Suite 200, Chandler, AZ 85226 (“**Pearson**”), and the school, school district or other entity executing this Agreement below (“**Customer**”).


WHEREAS, Pearson desires to provide to Customer, and Customer desires to obtain from Pearson, certain Pearson products and/or services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pearson shall make available the Pearson products and/or services set forth on the attached proposal dated April 23, 2015 for Words Their Way® professional development training. All products and services are provided to Customer pursuant to Pearson’s standard terms and conditions as set forth in the proposal.

2. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

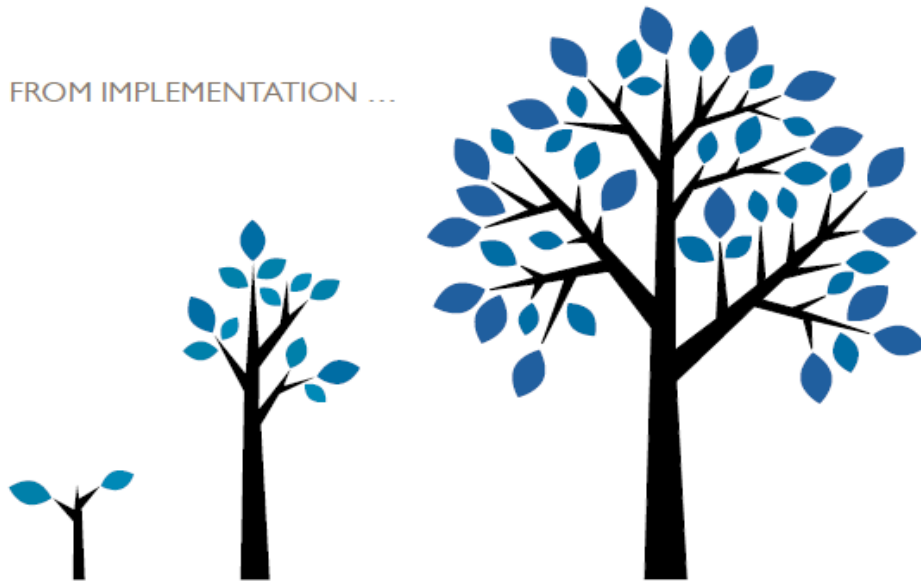
IN WITNESS WHEREOF, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

	OXNARD SCHOOL DISTRICT (Name of Customer)		NCS PEARSON, INC.
By:		By:	<div style="border: 1px solid blue; padding: 2px;"> <small>FF23B73BC0394DA</small>  <small>DocuSigned By: Matt Stricker</small> (Signature) </div>
	(Signature)		
Print Name:	Lisa A. Franz	Print Name:	Matt Stricker
Title	Director, Purchasing	Title	Vice President, Operations
Address	1051 South A Street Oxnard, CA 93030	Address	3075 W. Ray Road, Suite 200 Chandler, AZ 85226
Contact	Lisa A. Franz, Director - Purchasing	Contact	Erin Koning, Literacy Specialist, K-12, California
Phone	805-385-1501, x2414	Phone	(M) 708-295-1944
Email	lfranz@oxnardsd.org	Email	erin.koning@pearson.com

Professional Development Proposal

Oxnard School District

FROM IMPLEMENTATION ...



... TO LONG-TERM SUCCESS

Erin Koning
Literacy Specialist
K-12, California
M: [\(708\) 295-1944](tel:7082951944)

April 23, 2015

Executive Summary

Pearson Learning Services develops and delivers trusted, relevant, innovative, and research-based on-site and online professional development, instructional solutions and technologies, and school-wide improvement services.

Pearson’s nationwide teams of certified and highly qualified education consultants provide educators in schools, districts, and states with assistance in ensuring that all students are empowered and engaged to meet the highest college- and career-ready standards, no matter where they start.

To meet your specific needs, our services are delivered in a variety of ways, including face-to-face, virtual, and blended professional development, with capacity-building train-the-trainer options as well as ongoing job-embedded consultative services.

Professional learning that increases educator effectiveness and results for all students:

- occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.
- requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.
- requires prioritizing, monitoring, and coordinating resources for educator learning.
- uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning.
- integrates theories, research, and models of human learning to achieve its intended outcomes.
- applies research on change and sustains support for implementation of professional learning for long term change.
- aligns its outcomes with educator performance and student curriculum standards.

Pearson’s Services Offerings Continuum



Proposed Services Offerings

Words Their Way®: Word Study in Action: Implementation Essentials

Description:

This workshop provides participants with an overview of the Words Their Way®: Word Study in Action program, including the components and strategies needed for successful implementation. Participants learn the research behind Words Their Way® and why students' ability to learn, comprehend, and use vocabulary is greatly enhanced by the instructional strategies in the components. Teachers are actively engaged, using the instructional language and interacting with peers in academic conversations. They practice and use word sorts, instructional strategies, and lessons to become familiar with the program's content. Participants plan and use a variety of word sorts to be implemented into their phonics, spelling, and vocabulary instruction. They leave the session with an assortment of activities, ideas, and instructional practices to incorporate into their daily reading program.

Session Objectives:

Participants will:

- Describe the key aspects of word study.
- Examine student spelling as a beginning point for instruction.
- Recognize and demonstrate word sorting as an instructional and learning tool.
- Summarize the program materials, components, and other resources, as well as how they are used in the classroom.
- Connect students' reading needs with word study instruction.
- Create an assortment of activities, ideas, and instructional practices to incorporate into a daily reading program.

ISBN# 0000115361

COST PROPOSAL

District	Oxnard School District			
Address				
Contact	Cynthia Garcia-Doane – ELD Program Implementation Specialist			
Phone	805-487-3918, ext 2352			
Email	Cgarcia-doane@oxnardsd.org			
ISBN	Topic	Units	Price	Total
0000115361	Words Their Way: Words Study in Action: Implementation Essentials	1	\$2,200	\$2,200
	Implementation Date: TBD		TOTAL	\$2,200
<i>Prices do not include applicable state and sales tax.</i>				

-ORDERING INFORMATION-

Three simple ways to order Send Purchase Orders via:

1) Mail:

Pearson NA School Services
PO Box 6820
Chandler, AZ 85246

2) Email: K12customerservice@pearson.com

3) Fax:

877-260-2530

Payment Remittance Address

NCS Pearson, Inc.
13036 Collection Center Drive
Chicago, IL 60693

Although Pearson makes every effort to accommodate all specific date and consultant requests, a purchase order or fully executed agreement must be received a minimum of 30 days prior to delivery date.

TERMS AND CONDITIONS

NCS Pearson, Inc. ("Pearson") has made a proposal to provide certain professional development services to the school, school district or other entity ("Customer") named in Pearson's proposal to which these terms and conditions are attached (the "Proposal"). These terms and conditions, referred to herein as the "Agreement," set forth the terms upon which Pearson proposes to deliver such services. By Customer's acceptance of the Proposal, as acknowledged by Customer's provision of a purchase order or other confirmation of Customer's placement of an order for the services proposed, Customer acknowledges that Customer has reviewed the terms of this Agreement and agrees that Pearson's and Customer's respective rights and obligations with respect to the services outlined in the Proposal will be governed hereby.

1. **SERVICES.** Customer agrees to purchase, and Pearson agrees to furnish, in accordance with this Agreement, those professional services (the "Services") that are described in the Proposal that Customer has accepted by providing a purchase order or other confirmation of Customer's placement of an order for the Services. Pearson does not guarantee any estimates, including delivery dates.

2. **PROJECT MANAGER.** Each party shall designate one of its employees or consultants to serve as Project Manager. The Customer's Project Manager shall be empowered to act as Customer's authorized representative for coordination of the Services under this Agreement and to respond to Pearson's questions and requests. Pearson's Project Manager shall be responsible for managing the Services provided to Customer. Either party may replace its Project Manager upon written notice to the other.

3. **CUSTOMER RESPONSIBILITIES.** Customer shall, at Customer's expense, furnish Pearson with all information, facilities, or other resources reasonably required by Pearson to perform the Services, including, without limitation, information as to Customer's data, data definitions, programs, files, business requirements, documentation requirements and operating procedures.

4. **FEES.** Customer agrees to pay Pearson the fees specified in the Proposal. All invoices are due net thirty (30) days from receipt. Customer shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials provided by Pearson pursuant to this Agreement. If Customer claims tax-exempt status, Customer will provide Pearson with evidence of such tax exemption upon request.

5. **TERM; TERMINATION.** This Agreement shall remain in force until the earlier of termination by either party in accordance with this Section 5, or completion of the Services. If this Agreement includes access to software or online content for a stated license period, and Customer later renews its access to such software or online content (which renewal will be at Pearson's then-current fees for same), then this Agreement shall remain in effect for such renewal period as it relates to Customer's license to use such software or online content.

Either party may terminate this Agreement in the event that the other party has materially breached its obligations hereunder and such breach is not cured within thirty (30) days of the breaching party's receipt of written notice of such breach. In the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay for Services or other items delivered prior to the date of termination. In addition, the provisions of Sections 6, 7 and 8 shall survive the termination of this Agreement.

6. **OWNERSHIP RIGHTS.** If Pearson provides Customer with any documentation, manuals, software, access to online content, and/or any other materials (collectively, "Materials") as a result of the provision of Services, then: (a) Customer acknowledges and agrees that the Materials are protected by copyright, trade secret, and other intellectual property rights, and all such intellectual property rights shall remain vested in Pearson; and (b) Pearson grants Customer a non-exclusive, non-transferable license to use the Materials solely for its internal educational purposes. This license shall be perpetual, in the case of Materials provided in paper form. For software or access to online content granted for a stated license period, the term of the license will be for the period for which Pearson's applicable license fees were paid. Customer shall not make copies of any Materials or share the Materials with any third party unless authorized to do so in writing by Pearson. To the extent that Customer may have any input into the creation of any Materials, Customer hereby grants, assigns and transfers to Pearson all of Customer's right, title, and interest in and to such Materials, including copyright and present and future patent rights, throughout the world. Customer agrees to execute such further instruments as Pearson may reasonably request to evidence, establish, maintain or protect its rights in, and ownership of, the Materials. All rights not expressly granted to Customer herein are reserved to Pearson.

Pearson shall be free to use for any purpose, without restriction, any ideas, concepts, know-how, and techniques that are used or acquired in the course of providing the Services, so long as Pearson does not disclose or use any

Customer-specific data or confidential information without Customer's express, written consent. Customer acknowledges that Pearson's personnel performing the Services may provide similar services from time to time to other parties. This Agreement shall not prevent Pearson from providing such similar services to other parties or in any way restrict Pearson in the use of its personnel.

7. **WARRANTIES; LIMITATIONS.** Pearson warrants that the Services provided shall be performed by qualified personnel in a good and workmanlike manner consistent with industry standards.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE ONLY WARRANTIES GIVEN BY PEARSON WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT. PEARSON MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE WITH RESPECT TO THE SERVICES OR MATERIALS PROVIDED UNDER THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. PEARSON DOES NOT GUARANTEE THAT THE SERVICES AND MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT WILL MEET THE CUSTOMER'S NEEDS.

8. **LIMITATION OF LIABILITY.** PEARSON SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST SAVINGS, LOST FUNDING, OR LOSS OF BUSINESS OR DATA, ARISING FROM THIS AGREEMENT OR THE PROVISION OF THE SERVICES AND MATERIALS PURSUANT THERETO, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING FROM THIS AGREEMENT AGAINST PEARSON, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER FOR THE APPLICABLE SERVICES OR MATERIALS ON WHICH THE CLAIM IS BASED.

9. **FORCE MAJEURE.** In the event Pearson's personnel fail to perform the Services because of illness, resignation or other causes beyond Pearson's reasonable control, Pearson shall use commercially reasonable efforts to replace such personnel within a reasonable time, but shall in no event be liable as a result of its inability to do so. In addition, neither party shall be liable for any delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, strike, civil disturbance, acts of God.

10. **GOVERNING LAW.** This Agreement shall be subject to and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of laws.

11. **SEVERABILITY.** If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent hereof.

12. **ASSIGNMENT; SUBCONTRACTING.** Customer may not assign all or any portion of this Agreement without Pearson's written consent. Pearson may subcontract, assign or delegate any of its rights and duties under this Agreement without the consent of Customer.

13. **ENTIRE AGREEMENT.** This Agreement, together with the Proposal, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings relating thereto. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. This Agreement shall not be modified or amended without the written agreement of both parties.

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

_____ **X** _____

1st Reading _____ 2nd Reading _____

Approval of Agreement #15-76 – Mixteco/Indigena Community Organizing Project (MICOP) (Freeman/Arellano)

This Agreement/MOU will make it possible for MICOP to provide interpreting and visual translation services as needed for our Mixteco and Zapoteco speaking families.

FISCAL IMPACT:

Not to exceed \$45.00 per hour plus mileage – EL Funds

RECOMMENDATION:

It is the recommendation of the Executive Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-76 with Mixteco/Indigena Community Organizing Project (MICOP).

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-76, Mixteco/Indigena Community Organizing Project
(9 Pages)



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

MAILING ADDRESS: P.O. BOX 20543 OXNARD CA 93034-0543

ADDRESS: 520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; FAX: 805 483-1145

TAX ID #: 30-0045901

WWW.MIXTECO.ORG

LANGUAGE SERVICES AGREEMENT

This LANGUAGE SERVICES AGREEMENT is entered into as of August 26, 2015 (“Effective Date”), by and between the Mixteco/Indígena Community Organizing Project, a 501(c)(3) nonprofit corporation, located at 520 W. 5th St., Suite F, Oxnard, CA 93030 (hereinafter referred to as “MICOP”), and the Oxnard School District, located at 1051 South A Street Oxnard, CA 93030 (hereinafter referred to as “Client”). MICOP and Client are sometimes herein individually referred to as a “Party” and collectively as the “Parties.” In consideration of their mutual agreements described herein agree as follows:

RECITALS

WHEREAS, MICOP is engaged in the business of providing hospitals, emergency services, outpatient clinics, medical offices and other medical service providers, health plans, governments, for-profit businesses, and not-for-profit institutions with Mixteco/Zapoteco – Spanish and English (with very limited availability). Interpreting services and video interpretation are available in specific regional variants of Mixteco and Zapoteco as listed on **Attachment A**,

WHEREAS, Client desires to engage MICOP to provide interpreting and visual translation services to its members, clients, or service providers within its network,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, and intending to be bound hereby, the parties agree as follows:

ARTICLE 1. RELATIONSHIP

- 1.01 Independent Contractor: MICOP shall be an independent contractor with respect to Client. Nothing contained in the agreement is intended to create, nor shall it be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of the Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth, to create a relationship of agency, representation, joint venture, or employment between the parties.
- 1.02 Services: All Services provided by MICOP under this contract shall be performed by interpreters and translators chosen solely by MICOP’s determination of qualifications, skill, and difficulty of assignment, as well as scheduling availability.
 - a). Client may make request to MICOP for specific interpreters and translators for specific assignments under this agreement, however, while MICOP will make best efforts to satisfy such requests consistent with MICOP quality obligations, MICOP cannot, and does not, guarantee that such requests consistently can or will be filled;

- b). Client understands that all interpreters and translators assigned by MICOP to perform services under this agreement are not employees of Client;
- c). Client understands that all requests for interpreter and translation services under this agreement are to be made to and through MICOP and not directly to or from interpreters and translators.
- d). In accordance with the preceding paragraph, Client understands that any attempt or request to contact any interpreter or translator directly that circumvents MICOP scheduling protocols for the purposes of performing interpreting and translation services or any other associated services, shall be deemed a breach of this Agreement.
- e). All requests for an on-site interpreter and/or telephonic interpretation assistance shall be sent by email or facsimile as specified by MICOP on **Attachment B**.

1.03 Other Conditions / Policies: In order to provide excellent, reliable interpreting services, all service requests must be communicated directly either by telephone or by other electronic means to MICOP. A written confirmation from MICOP shall serve as the official receipt of the request.

ARTICLE 2. COMPENSATION

2.01 In consideration of providing professional interpreting services to Client, MICOP will provide these services for compensation according to the schedule on **Attachment C** for a period of one year from the Effective Date. Pricing and terms will renew automatically thereafter and shall continue unless with 30-day advance written notice from either Client or MICOP.

Multiple Recipients (Included All Rates): Consecutive appointments that occur in the same location with the same language pair. For these appointments, MICOP can interpret for up to two (2) recipients per hour. For classes, group therapies and small meetings, MICOP can provide simultaneous services for up to three (3) recipients.

Billing Policy: MICOP bills at a minimum of **ONE HOUR (1)** for every on-site appointment. Thereafter, MICOP will bill in thirty (30) minute increments of service, or for each portion thereof.

No Shows: *Interpreter wait time is 20 minutes beyond the start time of the appointment.* If an appointment is not cancelled *prior* to the scheduled start time, and Client fails to arrive at the appointment within 20 minutes of the scheduled start time, the appointment is qualified as a “No Show” and the full rate will apply. If Client is late to an appointment and Interpreter is still present and able to provide services as described herein, services will be billed as of the scheduled start time until completion.

Telephone Assistance/Over-the-Phone Interpretation

MICOP interpreters can be scheduled to provide language assistance in regional dialects in Mixteco or Zapoteco (See Attachment A) for important telephonic exchanges between service-providers and their Limited English Proficient (LEP) clients. Please see **Attachment D** for charges for telephone interpretation, appointment confirmations, conference calls, and other telephonic assistance.

Client Invoices: Invoices are processed and sent on no more than 60 days after date of service. MICOP INVOICES ARE DUE NET 30 DAYS FROM THE DATE OF THE INVOICE. A LATE PAYMENT CHARGE OF 1.5% OF THE BALANCE, CALCULATED MONTHLY, WILL BE CHARGED IF A CLIENT PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF THE DATE OF THE INVOICE. A CHARGE OF 1.5% PER MONTH, CALCULATED MONTHLY, WILL BE CHARGED TO THE TOTAL UNPAID BALANCE REMAINING IN THE CLIENT ACCOUNT

Invoice Information:

To: Oxnard School District, Accounts Payable
Representative Name, Title: Nida Fierro, Accounting Specialist III
Fiscal Billing Address: 1051 South A Street, Oxnard, CA 93030
Fiscal Email: lfierro@oxnardsd.org
Fiscal Phone Number: 805/385-1501 x2471
Fax Phone Number: 805/483-7226

ARTICLE 3. MISCELLANEOUS PROVISIONS

- 3.01 Entire Agreement / Amendment. This agreement, including any and all exhibits, constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties and attached hereto.
- 3.02 Attorneys' Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs, including but not limited to, reasonable costs and attorneys' fees, including such fees and costs as may be incurred in enforcing a judgment or order entered in any arbitration or legal action. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of such attorney's fees and costs.
- 3.03 Severability. In the event any portion of this Agreement is declared void or unenforceable by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to substantially alter this Agreement or obligations of the parties, in which case this Agreement may be immediately terminated.
- 3.04 Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.
- 3.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 3.06 Headings. The headings of sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

- 3.07 No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer clients to any other party.
- 3.08 Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by email, facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), certified or registered mail, postage prepaid, or national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party, as follows:

To MICOP:

Contact: Vanessa Teran, Program Manager
Phone: (805) 483-1166 office, (805) 612-7568 cell
Email: vanessa.teran@mixteco.org and cc: interpreters@mixteco.org
Fax: (805) 483-1145
Mailing Address: PO Box 20543, Oxnard, CA 93034

- 3.09 Confidentiality. Both parties shall protect the confidentiality of each other's records and information and in particular the information and records of patients receiving medical care and/or treatment from unauthorized disclosure in accordance with state and federal patient confidentiality laws and regulations. Both parties agree that they shall not disclose such confidential information without the prior written consent of the other party.
- 3.10 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by fax or email provided that original executed counterparts are delivered to the recipient on the next business day following the fax or email transmission.
- 3.11 Health Insurance Portability and Accountability Act (HIPAA). MICOP agrees that it is essential and important to keep confidential all individually identifiable health information protected under California and federal law, including, but not limited to, Protected Health Information ("PHI) as defined in 45 C.F.R. 164.501 or its equivalent from time to time, that MICOP receives from Client, or creates or receives on behalf of Client. Therefore, MICOP shall comply with all applicable federal and California laws and regulations, including, but not limited to, HIPAA, and any amendments thereto, relating to PHI.
- 3.12 Execution. By their signatures below, each of the following represents that they have the authority to execute this Agreement and to bind the party on whose behalf their execution is made.

(Continues on following page)

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed by their authorized agents on this:

1 day of (month) July 2015

MIXTECO/INDIGENA COMMUNITY
ORGANIZING PROJECT,
a California nonprofit corporation



By: Arcenio J. Lopez,
Executive Director

_____ day of (month) _____ 2015

Client: Oxnard School District

By: _____

Print Name: Lisa A. Franz

Title: Director, Purchasing



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; FAX: 805 483-1145

ATTACHMENT A

Specific Regional Dialects/Languages

Community of Origin and State
Coicoyán de las Flores, Oaxaca (Mixteco)
Juxtlahuaca, Guerrero (Mixteco)
Metlatonoc, Guerrero (Mixteco)
San Francisco Hijos, Oaxaca (Mixteco)
San José Lachiguirí, Oaxaca (Zapoteco)
San Juan Mixtepec, Oaxaca (Mixteco)
San Martín del Estado, Oaxaca (Mixteco)
San Martin Duraznos, Oaxaca (Mixteco)
San Martin Peras, Oaxaca (Mixteco)
San Miguel Cuevas, Oaxaca (Mixteco)
San Miguel El Grande, Guerrero (Mixteco Alto)
San Pedro Jicayan, Oaxaca (Mixteco)
San Sebastian del Monte, Oaxaca (Mixteco)
San Vicente Coatlan, Oaxaca (Zapoteco)
Santa María Natividad, Oaxaca (Mixteco)
Santiago Asuncion, Oaxaca (Mixteco)
Santiago Naranjas, Oaxaca (Mixteco)
Union de Cardenas, Oaxaca (Mixteco)



MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT

520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; FAX: 805 483-1145

ATTACHMENT B

Interpretation Request Form

Please fill out the request from as completely as possible. This request is NOT a confirmation of an interpreter. We will contact you as soon as your request has been received. If you would like to inquire about the status, please email donna.foster@mixteco.org or call us at 805-483-1166. Thank you.

SECTION I:

Today's date: _____ Agency: **Oxnard School District**

Agency Representative (print): _____ Phone: (____) _____ - _____

Please mark service choice: On-Site Interpretation, Telephonic Interpretation

*In-person and telephonic interpreter services are delivered bilingually. Trilingual interpretation is limited; if available it can possibly be arranged with advanced notice. Client's community of origin, if known: (ex. *San Martin Peras, San Martin Mixtepec, San Francisco Hijos, etc*):

Client Information

Name of the Client (Parent/Guardian): _____ Client Case #: _____

Name of the Client (Child/Student): _____ Client Case #: _____

Purpose of interpretation: _____

Additional Information: _____

*Any additional information about this appointment that would be helpful for us to know when choosing among our interpreters? (i.e. sensitive women's appointment, so prefer woman)

Appointment Date & Location

Date (s) _____ to _____

Time (s) _____ to _____ Estimated Amount of Time: _____

Service Site Name: _____

Service Site Address: _____

If over-the phone interpretation, call in #: _____

On-Site Contact Person:

Name: _____

Phone Number: _____

SECTION II: Submit Request Form via email or fax to:

Contact: Donna Foster, Operations Manager

Email: donna.foster@mixteco.org and cc: interpreters@mixteco.org

Phone: (805) 483-1166 office or (805) 509-7305 cell Fax: (805) 483-1145

SECTION III:

Name of the interpreter: _____

Actual appointment time: _____ to _____

Agency representative (print name): _____

Signature: _____



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; FAX: 805 483-1145

ATTACHMENT C

On-Site Interpreting

Schedule of Rates — Ongoing Assignments

- A). Appointments, Services & Emergencies 24/7/356 \$ 45/hr
- B). Cancellations without 24hrs Notice \$ 35/event
- C). Out of County (4-hour minimum).....\$80/hr
- D). Full-day, Classes, Community Events, Lectures and all else (over 10 in attendance.....*call for quotation*
- E). Mileage* based on IRS standard mileage rate

*Mileage: is the round trip mileage calculated from our office, 520 W. Fifth St., Suite F Oxnard, CA 93030 to the assignment location. Mileage is charged if the interpreter must travel over 10 miles from our office in Oxnard. Mileage is billed at the current IRS mileage rate.



MIXTECO/INDÍGENA COMMUNITY ORGANIZING PROJECT

520 W. 5TH ST., SUITE F OXNARD, CA 93030

TEL: 805 483-1166; FAX: 805 483-1145

ATTACHMENT D

Telephonic Interpretation/ Over-the-phone Interpretation

For all telephone interpretation appointments, telephonic appointment confirmations with clients, and other basic instructions, each call bills @ \$15.00 per call, per 15-minute increments

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

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

 X

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

Mad Science of Los Angeles will offer enrichment activities for students at the K-8 schools in Oxnard School District: Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria. Mad Science of Los Angeles offers hands-on activities that help students understand and retain the science standards they are expected to learn for the statewide testing.

FISCAL IMPACT:

Not to exceed \$30,000.00 – 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 Agreement #15-77 with Mad Science of Los Angeles.

ADDITIONAL MATERIAL(S):

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

**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:

Oxnard School District:

Signature

Signature

Lisa Balmain-Nadasdy, Sales Representative
Typed Name/Title

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

Date

Date

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____ 2nd Reading _____

 X

Approval of Agreement #15-78 – Art Trek Inc. (Freeman/Thomas)

Art Trek Inc. will provide art lessons during after school hours for students attending Chavez, Curren, Driffill, Kamala, Lemonwood, and Soria Schools.

FISCAL IMPACT:

Not to Exceed \$20,000.00 – Unrestricted General Fund
(\$10,000.00 plus additional classes billed at \$250 per class/per school)

RECOMMENDATION:

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

ADDITIONAL MATERIAL(S):

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

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:

Nan Young- Director

Date

Lisa A. Franz, Director, Purchasing Date

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES

1st Reading _____ 2nd Reading _____

Approval of Agreement #15-79 - Ventura County Office of Education/SELPA (Freeman)

It is recommended that the Board of Trustees approve the service agreement with Ventura County Office of Education/SELPA for the 2015-2016 school year, for Occupational Therapist (OT), and Certified Occupational Therapist Assistant (COTA) services.

FISCAL IMPACT:

OT/COTA Cost: 32 hours per week at \$70.00 x 48 weeks = \$107,520.00

(OT hr. rate \$70.00 – COTA hr. rate \$60.00).

Total not to exceed: \$107,520.00 - The cost of these services will be paid through Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-79 with the Ventura County Office of Education/SELPA.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-79, Ventura County Office of Education/SELPA (1 Page)

VENTURA COUNTY SELPA
AGREEMENT
FOR OCCUPATIONAL THERAPY SERVICES
2015-2016

This will serve as evidence of Oxnard Elementary School District commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

Occupational Therapy (Includes services by Occupational Therapist (OT) –or- Certified Occupational Therapy Assistant (COTA)

Hours/Days per week: _____ 32 Hours per week _____

Cost per hour: \$70.00 -OTR; \$60.00 –COTA

= $\$2,240.00 \times 48 \text{ weeks} = \$107,520.00$

This is an eleven-month program, from September 1st-July 31st each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1st to June 30th only.

SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District’s needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all **direct services** to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.

The District will be responsible for costs for OTs and COTAs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.

Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA’s schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.

This agreement may be modified or voided within 60 days notice to SELPA Director.

This agreement is in effect from September 1, 2015 thru July 31, 2016.

District Administrator Lisa A. Franz

Title Director, Purchasing Date _____

SELPA Director _____ Date _____

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Approval of Agreement #15-80 - Ventura County Office of Education/SELPA (Freeman)

It is recommended that the Board of Trustees approve the service agreement with Ventura County Office of Education/SELPA for the 2015-2016 school year, for services from Social/Emotional Services Specialist (SESS).

FISCAL IMPACT:

SESS Services Cost: 16 hours per week at \$80.00 x 48 weeks = \$61,440.00

Total not to exceed: \$61,440.00 - The cost of these services will be paid through Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-80 with the Ventura County Office of Education/SELPA.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-80, Ventura County Office of Education/SELPA (1 Page)

Ventura County SELPA
AGREEMENT
FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST
2015-2016

This will serve as evidence of Oxnard [redacted] School District commitment to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Hours/Days per week: 16 hours per week

Cost per hour: \$80.00 per hour

= 1,280.00 x 48 weeks = \$61,440.00

This is an eleven-month program, from September 1st-July 31st each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1st to June 30th only.

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.

SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. SELPA Director will provide supervision to staff.

SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Sarah Fontenot, Secretary.

This agreement is in effect from September 1, 2015 through July 31, 2016.

District Administrator Lisa A. Franz

Title Director, Purchasing Date _____

SELPA Director _____ Date _____

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
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SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #15-91 – Focus on the Masters (Freeman/Brisbine)

The Learning to See residencies, provided by Focus on the Masters, will be offered for 8 weeks in 13 classes to support arts integration at Fremont. Students will be introduced to a variety of artistic styles, explore the works of contemporary artists and engage in hands-on art activities.

FISCAL IMPACT:

Not to exceed \$5,850.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Fremont Middle School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #15-91 with Focus on the Masters.

ADDITIONAL MATERIALS:

Attached: Agreement #15-91, Focus on the Masters (1 Page)



A Fine Arts Experience for Youth

·Provided by Focus on the Masters·

CONTRACT between FOTM and Fremont Middle School

Contract Number	LTS239	For	13 residencies- 8 weeks each
Date of Contract	August 26, 2015		
School/Institution	Fremont Middle School	Billing Address	1130 North M Street, Oxnard CA 93030
Responsible Party	Fremont Middle School & PTA	Phone #	
Contact Person/Teacher	Greg Brisbine	Phone #	
Number of Students	Max 40 students ea	Grade	8
Location of Instruction Session	Fremont Middle School	Room #	8 th Grade Language Arts
Day of Instruction	To be determined (tbd)	Time	Tbd
Instruction Starts	School year 2015-2016	Ends	School year 2015-2016
LTS Instructor	Aimee French	Phone #	(805)653-2501
LTS Fee	\$450 each	Total due	\$5,850

This is an agreement for services hereafter described and subject to the following items and conditions:

- 1. DESCRIPTION OF SERVICES:** Four *Learning To See* (LTS) residencies of one lesson for eight (8) weeks for each of Fremont's 8th grade Language Arts classes provided by Focus on the Masters' *Learning To See* Youth Outreach Program. Class dates and times to be determined.
- 2. INSTITUTION RESPONSIBILITIES:**
 - ◆ Sign, date and return this contract to FOTM. Please submit payment for invoice provided upon receipt.
 - ◆ An institution's staff member will be present in the classroom at all times.
 - ◆ A computer, projector (if available) and white screen will be set up for each lesson **prior to the arrival of the LTS instructor.**
 - ◆ If the host teacher needs to reschedule a class after the schedule has been agreed upon between FOTM and your institution, the LTS instructor will make every effort to reschedule, but may be unable to reschedule a class due to calendar conflict.
- 3. LTS INSTRUCTOR RESPONSIBILITIES:**
 - ◆ Lessons will be up to 60 minutes in length.
 - ◆ Supplies are provided, limited to a \$50 budget per residency.
 - ◆ If the LTS instructor is unable to attend due to illness or emergency and cannot arrange for a substitute LTS teacher, the LTS instructor will notify the school or institution as soon as possible and will reschedule the class at a mutually agreed upon date and time.

Please sign and return this contract upon receipt to:

Aimee French, Education Coordinator · FOTM ·
505 Poli St. Suite 405, Ventura, California 93001 · Ph: 805/653-2501

I have read and agree with the above information.

Lisa A. Franz, Director, Purchasing

Name of authorized INSTITUTION representative

Signature

Date

Aimee French, Education Coordinator

Name of authorized FOTM representative

Signature

Date

 6/26/15

___ Accounting copy

___ School copy

___ File copy

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

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

Ratification of Agreement #15-81 - Hueneme School District for Oxnard School District to provide DHH Services (Freeman)

Oxnard School District will provide services for Hueneme School District student #RV071706 for the 2015-2016 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: RV071706

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$29,810.00 - \$9,043.00 (ADA) = \$20,767.00

Counseling Services: \$80 per hour x 19 hours = \$1,520.00
(30 minutes a week for 38 weeks)

Extended School Year. (ESY): \$106.00 per diem x 20 days = \$2,120.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$24,407.00**

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-81 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-81, Hueneme School District (3 pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-19-15 is made by and between the Oxnard School District and the Hueneme School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student **RV071706**, a Special Education pupil ("Student") who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2015-2016 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$29,810.00 (*Includes a one-time \$1,700.00 per student cost for Personal Equipment Setup).**

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$82 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$106 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: RV071706

Services:

Base Rate for 180 days: \$29,810.00 – \$9,043.00 (**ADA) = \$20,767.00

Counseling Services: \$80 per hour x 19 hours = \$1,520.00
(30 minutes a week for 38 weeks)

Extended School Yr. (ESY): \$106 per diem x 20 days = \$2,120.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2015-2016

UPCOMING: 2016-2017

Total: **\$24,407.00**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2015-2016** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, Section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, Section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

HUENEME SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$24,407.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

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

Ratification of Agreement #15-82 - Hueneme School District for Oxnard School District to provide DHH Services (Freeman)

Oxnard School District will provide services for Hueneme School District student #VH121010 for the 2015-2016 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: VH121010

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$29,810.00 - \$9,043.00 (ADA) = \$20,767.00

Extended School Year. (ESY): \$106.00 per diem x 20 days = \$2,120.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$22,887.00**

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-82 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-82, Hueneme School District (3 pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-19-15 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, **student, VH121010**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2015-2016 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$29,810.00 (*Includes a one-time \$1,700.00 per student cost for Personal Equipment Setup).**

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$82 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$106 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: VH121010

Services:

Base Rate for 180 days: \$29,810.00 – \$9,043.00 (**ADA) = \$20,767.00

Extended School Yr. (ESY): \$106 per diem x 20 days = \$2,120.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2015-2016

UPCOMING: 2016-2017

Total: **\$22,887.00**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the

previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2015-2016 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, Section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

HUENEME SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$22,887.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Ratification of Agreement #15-83 - Hueneme School District for Oxnard School District to provide DHH Services (Freeman)

Oxnard School District will provide services for Hueneme School District student #IR100509 for the 2015-2016 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: IR100509

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$29,810.00 - \$9,043.00 (ADA) = \$20,767.00

Extended School Year. (ESY): \$106.00 per diem x 20 days = \$2,120.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$22,887.00**

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-83 with Hueneme School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-83, Hueneme School District (3 pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-19-15 is made by and between the Oxnard School District and the Hueneme School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student, **IR100509**, a Special Education pupil ("Student") who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2015-2016 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$29,810.00 (*Includes a one-time \$1,700.00 per student cost for Personal Equipment Setup).**

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$82 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$106 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: IR100509

Services:

Base Rate for 180 days: \$29,810.00 – \$9,043.00 (**ADA) = \$20,767.00

Extended School Yr. (ESY): \$106 per diem x 20 days = \$2,120.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2015-2016

UPCOMING: 2016-2017

Total: **\$22,887.00**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the

previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2015-2016** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any

of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

HUENEME SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$22,887

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Ratification of Agreement #15-84 – Pleasant Valley School District for Oxnard School District to provide DHH Services (Freeman)

Oxnard School District will provide services for Pleasant Valley School District student #LA101809 for the 2015-2016 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: LA101809

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base rate for 180 days: \$29,810.00 - \$9,043.00 (ADA) = \$20,767.00

Extended School Year. (ESY): \$106.00 per diem x 20 days = \$2,120.00

OT Services: \$60.00 per hr. x 640 minutes yearly = \$640.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$23,527.00**

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-84 with Pleasant Valley School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-84, Pleasant Valley School District (3 pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-19-15 is made by and between the Oxnard School District and the Pleasant Valley School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student **LA101809**, a Special Education pupil ("Student") who is a resident of Pleasant Valley School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. PLEASANT VALLEY SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2015-2016 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$29,810.00 (*Includes a one-time \$1,700.00 per student cost for Personal Equipment Setup).**

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$82 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$106 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: LA101809

Services:

Base Rate for 180 days: \$29,810.00 – \$9,043.00 (ADA) = \$20,767.00

Extended School Yr. (ESY): \$106 per diem x 20 days = \$2,120.00

OT services: \$60 per hour rate x 640 minutes yearly = \$640

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date:

CURRENT: 2015-2016

UPCOMING: 2016-2017

Total: **\$23,527.00**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Pleasant Valley School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2015-2016** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

PLEASANT VALLEY SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$23,527.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Pleasant Valley School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Pleasant Valley School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Pleasant Valley School District** pupils being served in the Oxnard program; (L) providing to **Pleasant Valley School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Pleasant Valley School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Ratification of Agreement #15-85 – Rio School District for Oxnard School District to provide DHH Services (Freeman)

Oxnard School District will provide services for Rio School District student #GE052610 for the 2015-2016 school year, excluding Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: GE052610

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$29,810.00 - \$9,043.00 (ADA) = \$20,767.00

Extended School Year. (ESY): \$106 per diem x 20 days = \$2,120.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$22,887.00**

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-85 with Rio School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-85, Rio School District (3 pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-19-15 is made by and between the Oxnard School District and the Rio School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for, student, **GE052610**, a Special Education pupil ("Student") who is a resident of Rio School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. RIO SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2015-2016 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$29,810.00** (*Includes a one-time **\$1,700.00 per student cost for Personal Equipment Setup**).

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$82 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$106 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: GE052610

Services:

Base Rate for 180 days: \$29,810.00 – \$9,043.00 (**ADA) = \$20,767.00

Extended School Yr. (ESY): \$106 per diem x 20 days = \$2,120.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2015-2016

UPCOMING: 2016-2017

Total: **\$22,887.00**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Rio School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2015-2016 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

RIO SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$22,887.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Rio School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Rio School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Rio School District** pupils being served in the Oxnard program; (L) providing to **Rio School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Rio School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

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

Ratification of Agreement #15-86 – Simi Valley Unified School District for Oxnard School District to provide DHH Services (Freeman)

Oxnard School District will provide services for Simi Valley Unified School District student #SF052208 for the 2015-2016 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

Student: SF052208

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$29,810.00 - \$9,043.00 (ADA) = \$20,767.00

Extended School Year. (ESY): \$106.00 per diem x 20 days = \$2,120.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$22,887.00**

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-86 with Simi Valley Unified School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-86, Simi Valley Unified School District (3 pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-19-15 is made by and between the Oxnard School District and the Simi Valley Unified School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student, **SF052208**, a Special Education pupil ("Student") who is a resident of Simi Valley Unified School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. SIMI VALLEY UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2015-2016 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$29,810.00 (*Includes a one-time \$1,700.00 per student cost for Personal Equipment Setup).**

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$82 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$106 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: SF052208

Services:

Base Rate for 180 days: \$29,810.00 – \$9,043.00 (**ADA) = \$20,767.00

Extended School Yr. (ESY): \$106 per diem x 20 days = \$2,120.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2015-2016

UPCOMING: 2016-2017

Total: **\$22,887.00**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the

previous year; and (b) Oxnard School District notifies Simi Valley Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2015-2016** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any

of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

SIMI VALLEY UNIFIED SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$22,887.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Simi Valley Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Simi Valley Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Simi Valley Unified School District** pupils being served in the Oxnard program; (L) providing to **Simi Valley Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Simi Valley Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/26/15

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

Ratification of Agreement #15-87 – Ocean View School District for Oxnard School District to provide DHH Services (Freeman)

Oxnard School District will provide services for Ocean View School District student #JM060311 for the 2015-2016 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil’s individual educational plan as specified in the Individual Service Agreement.

Student: JM060311

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$29,810.00 - \$9,043.00 (ADA) = \$20,767.00

Extended School Year. (ESY): \$106 per diem x 20 days = \$2,120.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: **\$22,887.00**

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #15-87 with Ocean View School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-87, Ocean View School District (3 pages)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-19-15 is made by and between the Oxnard School District and the Ocean View School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student **JM60311**, a Special Education pupil ("Student") who is a resident of Ocean View School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. OCEAN VIEW SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2015-2016 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$29,810.00** (*Includes a one-time **\$1,700.00 per student cost for Personal Equipment Setup**).

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$82 per hour
- Counseling Services: \$80 per hour
- Occupational Therapy (Nonpublic Agency provided): \$70 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$101 per hour
- ESY Rate: \$106 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: JM60311

Services:

Base Rate for 180 days: \$29,810.00 – \$9,043.00 (**ADA) = \$20,767.00

Extended School Yr. (ESY): \$106 per diem x 20 days = \$2,120.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2015-2016

UPCOMING: 2016-2017

Total: **\$22,887.00**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Ocean View School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2015-2016 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

OCEAN VIEW SCHOOL DISTRICT:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$22,887.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Ocean View School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Ocean View School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Ocean View School District** pupils being served in the Oxnard program; (L) providing to **Ocean View School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Ocean View School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 8/26/15

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

Ratification of Agreement #15-88 – Editorial Projects in Education Inc. (Vaca)

Editorial Projects in Education Inc. provides on-line advertisements for hard-to-fill certificated vacancies such as Teacher-Science, Teacher-Math, and Administrative positions.

FISCAL IMPACT:

Not to exceed \$3,450 – General Fund

RECOMMENDATION:

It is the recommendation of Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees ratify Agreement #15-88 with Editorial Projects In Education Inc..

ADDITIONAL MATERIALS:

Attached: Agreement #15-88, Editorial Projects in Education (3 Pages)

EDUCATION WEEK

6935 Arlington Road, Bethesda, MD 20814
 Phone 301-280-3100 • www.edweek.org

Editorial Projects in Education

David DePasquale
 ddepasquale@epe.org
 (301) 280-3183 (office)

Oxnard School District

1051 South A ST.
 Oxnard, CA 93030

Contract Number: 20301

Offer Date: 07/23/2015

Offer Valid Until: 07/28/2015

Description	Run Date(s)	Price
<p>TopSchoolJobs Unlimited Job Postings, 12-Month <i>Unlimited self-service job posting credits on TopSchoolJobs.org for 12 months.</i></p> <p>Quantity: 1 Materials due no later than 07/27/15</p>	7/27/15 – 7/26/16	\$2,950.00
<p>Unlimited Job Wrapping <i>Enhancement for unlimited self-service job listings. Job listings from the client's web site are cross-posted to TopSchoolJobs.org. Listings must be approved by Editorial Projects in Education.</i></p> <p>Additional Info: http://www.oxnardsd.org/pages/Oxnard_School_District/Certificated_Job_Openings Materials due no later than 07/24/15</p>	7/27/15 – 7/26/16	\$500.00
Total		\$3,450.00

Terms & Conditions

No print order cancellations will be accepted after reservation closing date.

Unless otherwise stated in writing as an addendum to this contract ("IO") and accepted by an authorized agent of Editorial Projects in Education, Inc. ("EPE"), all orders for internet-based advertising or other online products made between EPE and this advertiser ("Agency") are governed by the Interactive Advertising Bureau's Standard Terms & Conditions For Internet Advertising For Media Buys One Year Or Less, version 2.0 terms and conditions with the following exceptions:

Package orders shall be billed within 30 days of the ad campaign's start date unless otherwise stated in the Payment Terms section above, or in writing as an addendum to IO and accepted by an authorized agent of EPE.

All materials submitted by Agency will be reviewed by EPE. A good-faith effort will be made to notify Agency within three (3) business days of submission if materials do not meet the requirements detailed in EPE's online advertising spec sheet, a copy of which will be provided by an EPE sales representative or made available online after IO is presented for acceptance.

All references within the terms and conditions to deadlines or other conditions based on "the serving of the first impression" are hereby amended to read "the ad campaign's start date". For clarity and by way of example, consider the revised section V(a): At any time prior to *the ad campaign's start date*, Agency may cancel IO with 30 days prior written notice without penalty.

Online ad performance reporting will be broken out by week and will be submitted to Agency only in response to Agency request, unless an alternate reporting schedule or frequency is requested in writing as an addendum to IO and accepted by an authorized agent of EPE.

IO shall be governed by the laws of the State of Maryland. Any claims, legal proceedings, or litigation arising in connection with IO will be brought solely in the State of Maryland.

Please refer to the Interactive Advertising Bureau's website, www.iab.net, for a copy of the terms and conditions. At the time of the drafting of these terms, this document could be found at http://www.iab.net/media/file/standards_termsandcond2.pdf.

Please note that all ad materials must be received by EPE on or before the deadline(s) stated in IO. If ad materials are late, Agency is still responsible for the media purchased pursuant to IO.

Ad Materials

Within 2 business days of EPE's receipt of this contract, you will receive ad material spec sheets for the items listed above. These spec sheets will provide detailed information regarding ad unit dimensions, file type, file size, and other information. Any questions about ad specifications should be directed to Kevin Kemp at 301-280-3212 or ad-production@epe.org. Please note that all ad materials must be received by EPE on or before the deadlines stated above. If ad materials are late, you may still be held responsible for fulfilling the financial obligations of this contract.

In the area below, please provide contact information for the individual at your organization who will be coordinating or providing ad materials for this order. All ad materials should be submitted to ad-production@epe.org, with the client's name in the subject line. A good-faith effort will be made to notify you within 3 business days of submission if materials do not meet the requirements detailed in the spec sheets.

Paulina Pierce

ppierce@oxnardsd.org

(805) 385-1501 x 2050

Ad Materials Contact at Client or Agency

Email Address

Phone Number

Kevin Kemp

ad-production@epe.org

301-280-3212

Ad Materials Contact at EPE

Email Address

Phone Number

Payment Terms

Billing Terms

This order will be invoiced within 30 days of product delivery.

Billing Address

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

Signatories

I agree to the proposed offer and terms and conditions outlined in this document. I understand that any amendments to this agreement will need to be made in writing and accepted by both parties.

Client Company: Oxnard School District

Publisher Company: Editorial Projects in Education Inc.

Client Address: 1051 South A ST.

Publisher Address: 6935 Arlington Road

Oxnard, CA 93030

Bethesda, MD 20814

Client Contact: Jesus Vaca

Publisher Contact: David DePasquale

Contact Phone: (805) 486-3408

Contact Phone: (301) 280-3183

Contact Email: jvaca@oxnardsd.org

Contact Email: ddepasquale@epe.org

Signatory Name: Jesus Vaca

Publisher Signatory: David DePasquale

Signatory Title: Assistant Superintendent HR

Signature: 

Publisher Signature: 

Signing Date: 7-24-15

Signing Date: 07/23/2015

Offer Date: 07/23/2015
Contract Number: 20301
Contract Amount: \$ 3,450.00

Editorial Projects in Education Inc. is incorporated in Maryland.
Federal EIN: 53-0246895

BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 8/26/15

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

Ratification of Agreement #15-90 – CompHealth Medical Staffing (Vaca)

CompHealth Medical Staffing will provide temporary occupational therapy services to Oxnard School District students consistent with the student’s Individualized Education Program (IEP), which may include direct and consultative occupational therapy services. Additionally, CompHealth Medical Staffing may conduct assessments, write assessment reports, attend and present at IEP meetings, develop goals, and monitor progress on goals.

FISCAL IMPACT:

Not to exceed \$70.00 per hour – Special Education Funding

RECOMMENDATION:

It is the recommendation of Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #15-90 with CompHealth Medical Staffing.

ADDITIONAL MATERIALS:

Attached: Agreement #15-90, CompHealth Medical Staffing (6 Pages)
Confirmation Letter (2 Pages)



**ALL INCLUSIVE SERVICE AGREEMENT
FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE**

This All Inclusive Service Agreement for Temporary Healthcare Professional Coverage (“Agreement”) by and between Oxnard Elementary School District (“Client”), a nonprofit organization, with its principal place of business located at 1051 South A Street, Oxnard, CA 93030, and CompHealth Medical Staffing (“CompHealth”), with its principal place of business located at 2900 Charlevoix Drive SE, Suite 200, Grand Rapids, MI 49546 (collectively the “Parties” and each individually a “Party”) is hereby entered into, made and effective as of August 19, 2015 (“Effective Date”).

Section A, Intent of Agreement

CompHealth is in the business of providing temporary allied healthcare professional staffing services. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth will furnish healthcare professionals (“Provider(s)”) to provide clinical services to Client on a temporary basis (“Provider Coverage”) for the time periods requested by Client (“Assignment(s)”). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client’s verbal acceptance of Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing (“Confirmation”). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider; incorrect, incomplete or delayed Confirmations do not create a right of cancellation. In the event that any changes are made to an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes and such subsequent Confirmation shall be controlling.

B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth’s obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker’s Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 Licensure, Competency

CompHealth shall require each Provider furnishing Provider Coverage to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. If applicable, CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth will direct Providers to promptly complete chart documentation. Client shall take all reasonable measures to complete transcription prior to Provider’s departure from an Assignment.

B.5 Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per Provider per incident and \$3,000,000 per Provider in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.

B.6 General Liability Insurance

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client

C.1 Client to Notify of Acceptability of Providers

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.

C.3 Housing, Travel Arrangements & Per Diem Allowance

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

C.4 Practice Standards

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

Section D, Fees

D.1 Fee Schedule

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client's request for Client's cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

D.2 Deposit, Costs of Obtaining Privileges

Upon a Confirmation being issued for the first Assignment requested under this Agreement, Client shall pay to CompHealth a deposit of \$0.00 to be credited towards the last two weeks of Provider Coverage. No deposit shall be required for additional Assignments hereunder. Notwithstanding the foregoing, CompHealth reserves the right to require additional deposits during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. If applicable, Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

D.3 Invoicing

Fees are invoiced bi-weekly. Invoices will include applicable taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Upon request, CompHealth will provide a reconciliation within 30 days of the completion of an Assignment. Payment for each two-week period is due immediately upon receipt of an invoice for that period. Invoices shall be deemed received on the tenth (10th) business day after the date of invoice.

D.4 Minimum Workweek

CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g. inclement weather, school holidays and non-working days as referenced in school's calendar).

D.5 Failure to Issue Confirmation

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 Cancellation of an Assignment

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs"). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Damages"); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a

Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to furnish a replacement Provider but shall have no other liability.

E.3. Termination of Agreement

Either Party may terminate this Agreement with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 Term

The term of this Agreement ("Term") shall begin on the Effective Date and continues thereafter until June 30, 2016.

E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in its reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 Client Offer of Position to Provider

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation ("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

F.4 Definition of Work

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company.

Section G, Standards of Service

G.1 Medicare and Medicaid Fraud Representation

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

CompHealth and its Providers are not business associates of Client pursuant to the definition of "business associate" found in 45 CFR 160.103 because Providers are members of Client's workforce (See Also 45 CFR 160.103 definition of "workforce"). Notwithstanding the foregoing, as a business associate of other covered entities, CompHealth has implemented appropriate safeguards and maintains individually identifiable patient health information ("PHI", which shall include electronic PHI) as confidential. To that end, CompHealth will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law.

G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance.

H.2 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.3 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.4 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Provider on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, or sexual orientation. This Agreement shall be governed by the laws of the State of California.

H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.6 Facsimile Signature Deemed Original, Permission to Fax and E-Mail

A facsimile signature hereon shall have the same effect as an original. By signature below, Client expressly grants CompHealth permission to send Client unsolicited advertisements and other marketing materials via facsimile and electronic mail.

H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.8 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth will be deemed to have been rejected.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Service Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

OXNARD ELEMENTARY SCHOOL DISTRICT

COMPHEALTH MEDICAL STAFFING

By: 

By: _____

Title: Asst. Superintendent,
Human Resources

Title: _____

Date: 8-12-15

Date: _____

Printed Name: Dr. Jesus Vaca

Printed Name: _____

95-6002318
Federal Tax I.D. # or Social Security #

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CompHealth.

CONFIRMATION SERVICE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This Confirmation is hereby issued pursuant to the Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") entered into on August 19, 2015 by and between Oxnard Elementary School District ("Client") and CompHealth Medical Staffing ("CompHealth"). The date of issue of this Confirmation is August 7, 2015. This Confirmation confirms the Assignment herein described under the terms and conditions herein described. In the event this Confirmation conflicts with the terms and conditions of the Agreement, this Confirmation shall control but only with respect to the Assignment it describes. Capitalized terms used herein shall have the definitions assigned to them in the Agreement.

ASSIGNMENT DATES, PROVIDER NAME, SPECIALTY AND LOCATION

Client has requested Provider Coverage at Client's facility located at Oxnard Elementary School District, 1051 SOUTH A ST, Oxnard, CA 93030. This Assignment is for the time period from 8/20/2015 to 6/17/2016. The specialty of the Provider requested is: Occupational Therapy. The name of the Provider Client has accepted for this Assignment is: Meghan Zimmer("Provider").

FEES, RECRUITMENT FEE

The Fees for the Assignment shall be as follows:

Rates:

\$70.00 Per Hour Worked

If applicable, client will be billed for mileage between worksites visited on same day at the current IRS rate.

A signed time sheet will be considered approval by client to pay hours noted on the time sheet, including any applicable overtime. Should you choose to have our provider work over 8 hours in one day or 40 hours in one workweek, the time will be billed at 1 1/2 times the regular rate. Double-time for over 12 hours in one day will be billed at 2 times the regular rate. Holiday will be billed at 1 1/2 times the regular rate.

Due to the passage of SB 940, all temporary workers in the state of California must be paid on a weekly basis. Clients will be invoiced weekly to reflect this change.

The Recruitment Fee shall be: 25%.

DEVIATIONS TO THE AGREEMENT

Setting: School

If at any time our therapist is reassigned to a clinical area that does not match his/her clinical capabilities, you must inform CompHealth immediately.

Work Schedule: M-F, 40 hrs/wk (8-hr days - there is 1/2 hour unpaid lunch so provider would work perhaps from 8a-4:30p with 1/2 hour unpaid lunch somewhere during that time). Need CA license - they cannot have someone work on the 60-day rule..

On-Call/Weekend Schedule: *N/A When time off is required to offset weekend rotation, it must be taken within that same 40 hour workweek.*

Client payroll week is Sunday through Saturday

Contact: Nadia Villapudua

Orientation & First Day Information: Report to Nadia Villapudua, 8:00 a.m. at Pupil Services department at Educational Services Center 1051 South A Street Oxnard, CA 93030.

CompHealth requires an orientation for each Health Care professional we place at your facility. This will provide our therapist with an understanding of facility policies, procedures and protocols, as well as an introduction to pertinent staff, layout of the facility and an overview of patients under treatment.

Provider will produce evidence of identity upon arrival at each assignment. Provider will present government-issued photo identification such as a driver's license, state identification card, or passport.

Scheduled Time Off: Follow School Calendar.

CompHealth and Client have mutually agreed upon the time off as outlined above. Any additional time off that is granted by the client will continue to be billed and invoiced based on our 40-hour guarantee as outlined in our Service Agreement.

Facility Holidays: Labor Day (9/7/15), Veteran's Day (11/11/15), Thanksgiving Break (11/23-11/27/15), Winter Break (December 21-January 8), MLK Day (1/18/16), Lincoln's Day Holiday (2/12/16), Washington's Day Holiday (2/15/16), Spring Break (March 25-April 8/16), Memorial Day (5/30/16)

Dress Code: Business casual (professional and comfortable).

If at any time prior to or during the coverage period you need to contact any member of the CompHealth staff after normal working hours, you can do so by calling (800) 634-9582. It is our pleasure to be available to you 24 hours per day, 7 days per week.

ASG-1085025

BOARD AGENDA ITEM

Name of Contributor(s): Robin Freeman

Date of Meeting: 8/26/15

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

Approval of Overnight Field Trip and Agreement #15-74 – The Outdoor School at Rancho Alegre - Marshall School (Freeman/Breitenbach)

Approval is requested for participation of 90 5th grade students from Thurgood Marshall in an instructional program of Outdoor Science & Conservation Education, June 6-9, 2016, at the Outdoor School located in Santa Barbara. 5th grade students will have an opportunity to enhance their science knowledge by participation in numerous hands on science related activities. In addition to the curriculum enrichment, students have an opportunity to be part of a team and an opportunity to become leaders.

FISCAL IMPACT:

There is no impact to the General Fund. Costs are \$268 per student, \$134 per chaperone, and not to exceed \$1,000.00 for round-trip school bus transportation. Costs will be paid from the Donation – Science Camp Fund.

RECOMMENDATION:

It is the recommendation of the Principal, Marshall School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Overnight Field Trip and Agreement #15-74 with The Outdoor School, at no cost to the district.

ADDITIONAL MATERIAL(S):

Attached: Agreement #15-74, The Outdoor School at Rancho Alegre (2 Pages)

This AGREEMENT, made and entered into this date by the Executive Director, LOS PADRES COUNCIL, LEARNING FOR LIFE (hereinafter referred to as COUNCIL) and a school district in the State of California, (hereinafter referred to as DISTRICT), under which COUNCIL and DISTRICT, by virtue of Education Code 8760, for the purpose of providing the DISTRICT with programs and classes in Environmental Education, mutually agree with respect to the following:

1. **Guaranteed Minimum Attendance.** DISTRICT will enroll a guaranteed minimum number of pupils at the Outdoor School during the 2015-2016 school year as follows:

Name of School	Scheduled Minimum Number of Pupils	Scheduled Session of Attendance
Thurgood Marshall	100 90	June 6 th - 9 th

2. **Guaranteed Attendance.** Guarantees the larger of the following number of pupils:
 - 2.1. The number of pupils actually attending the Outdoor School, or
 - 2.2. ninety percent (90%) of the scheduled minimum number of pupils per scheduled session.
 - 2.3. Changes in District's registered students require written notification to the COUNCIL no later than the following dates:
 - Schools attending between October and December must submit final numbers by October 1st.
 - Schools attending between January and March must submit final numbers by Dec. 1.
 - Schools attending between April and June must submit final numbers by March 1st.
 - 2.4. COUNCIL reserves the right to lower the minimum number of pupils reported by the DISTRICT.
3. **Overbooking.** Attendance above the scheduled minimum number of pupils must have Outdoor School approval in writing. Unapproved overbooking is not permitted.
4. **Withdrawal.** After this contract is signed by both DISTRICT and COUNCIL a DISTRICT/School may withdraw from the Outdoor School providing that a replacement DISTRICT/School can be substituted with an enrollment no less than ninety percent (90%) of the Scheduled Minimum Number of Pupils of the DISTRICT/School wishing to withdraw. Should the provisions of this section not be adhered to, COUNCIL may bill DISTRICT and DISTRICT agrees to pay COUNCIL on the basis of the scheduled minimum number of pupils.
5. **Cancellation.** COUNCIL reserves the right to change or cancel DISTRICT's scheduled session of attendance under conditions which would make the operation of the Outdoor School imprudent or unsafe, such as, but not limited to, threat of fire, flood, storm or other natural or manmade disturbances. In such event, COUNCIL will make every effort to provide reasonable advance notice to DISTRICT for rescheduling or a refund of the fees and booking fee.
6. **Costs-Pupils.** For each scheduled session of attendance, DISTRICT will pay COUNCIL \$268.00 per pupil for a four-day week. The per pupil payment includes rental of the Los Padres Council Facility, for purposes of conducting the DISTRICT program and classes, food and lodging for pupils, and the services of the naturalists and program supplies.
7. **Costs-District Personnel.** DISTRICT will be charged \$134.00 per person for district personnel, based on a four-day week.
8. **Booking Fee.** It is understood and agreed to by both parties there is a booking fee required in the amount of \$1,500.00 per session of attendance for schools with 31 or more students or \$1,000.00 for schools with 30 or less students. This fee confirms the scheduled session of attendance at the Outdoor School. The booking fee is nonrefundable but will be included as payment towards the final invoice.
9. **Discount.** A discount is available to those schools that pay 20% of total fees (based on your original contract) by October 1st. The discounted amount is \$10.00 per pupil for a four-day week.
10. **Payment** of 90% of the total cost accrued under this AGREEMENT will be made by the DISTRICT to the Outdoor School, 2680 Hwy 154, Santa Barbara, CA 93105, 30-days prior to the scheduled session of attendance at the Outdoor School. DISTRICT will receive a correction invoice upon departure, net due in 21 days.
11. **Late charge of two percent (2%) per month** on the invoiced unpaid balance will be charged to the DISTRICT beginning on the first day after the payment deadline.
12. **Insurance** coverage shall be as follows:
 - 12.1. DISTRICT shall hold harmless, defend and indemnify the National Council, and the Los Padres Council, Boy Scouts of America, and their officers, agents, and employees from any and all claims for damage resulting from acts or omissions of DISTRICT, its officers, agents, employees and pupils with respect to the Outdoor School.
 - 12.2. DISTRICT agrees to carry a comprehensive general liability insurance policy in the amount of not less than one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence, and property damage in the amount of not less than two hundred thousand dollars (\$200,000.00) in the form acceptable to the COUNCIL.
 - 12.3. DISTRICT agrees to secure a specific endorsement on its liability policy stating: "Such insurance as is afforded by this policy for the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees shall be primary, and any insurance carried by the National Council, and the Los Padres Council, Boy Scouts of America and their officers, agents, and employees shall be in excess and noncontributory." It is further agreed that DISTRICT shall provide COUNCIL with a

- 14. **Supervision.** DISTRICT will provide cabin leaders/chaperones in such numbers as are necessary to meet the Outdoor School requirements. DISTRICT should select these cabin leaders/chaperones according to DISTRICT policy. DISTRICT is responsible for supervision and discipline of cabin leaders/chaperones. COUNCIL will pay costs of food and lodging for cabin leaders/chaperones (up to 12 cabin leaders/chaperones) at the Outdoor School. Additional cabin leader/chaperone will be charged at the district personnel rate.
- 15. **Damages.** DISTRICT will be responsible for any and all damages to Rancho Alegre/Outdoor School property, which may reasonably be attributed to the actions of the attending DISTRICT.
- 16. **Rules and Regulations.** DISTRICT will abide by the rules and regulations of established by COUNCIL for the operation of the Outdoor School.
- 17. **Naturalist Services.** The services provided by the naturalist in implementing the DISTRICT's program and classes in outdoor science and conservation education shall be under the exclusive control and management of the DISTRICT and shall comply with all guidelines established by the Superintendent of Public Instruction relating to outdoor educational programs.
 - 17.1. The naturalist shall be supervised by a certificated employee of the DISTRICT.
 - 17.2. The naturalist is subject to the provisions of the Education Code sections 45125 (use of personal identification cards to ascertain conviction of crimes) and 49406 (examination for tuberculosis).
 - 17.3. No person who has been convicted of any sexual offense defined in Education Code 44010, or any controlled substance offense defined in Education Code 44011, shall be permitted to render service as a naturalist.
- 18. **COUNCIL will provide a curriculum** that follows the standard California framework. The COUNCIL's curriculum may not be altered once the contract is signed.
- 19. **Refund Policy:** A student that attends The Outdoor School in conjunction with their public or private school will owe the respective fees appropriated for each student (\$268.00 per student; or \$241.00 for students attending with a school that is participating in their first year at The Outdoor School) payable by the student's guardian to the student's public or private school at the appropriate date designated by that institution. The contracted institution will then owe The Outdoor School for the number of students that attend OR must pay for 90% of the contracted number of students) (Sec. 2).
 In the event that a student attends The Outdoor School and must go home for a major circumstance (such as illness, death in the family, medical emergency) the Outdoor School and the COUNCIL reserves the right to charge for the dismissed student(s) in full; partial; or forgiven (non-charged) amount.
 A student leaving within the first 24 hours of programming will typically be forgiven the due amount or be charged a partial fee of ¼ the 4 day rate: \$67.00 (returning schools)/\$60.25 (new schools). A student leaving between Day 2 and Day 4 of the program is typically charged the full tuition of \$268.00 (returning schools)/\$241.00 (new schools). All circumstances and rates are subject to change under the administration of the COUNCIL, and The Outdoor School at Rancho Alegre.
 The student's public or private institution may also choose to refund the guardian of the respective student(s) in full or partial amounts based on transportation costs; in meeting 90% of the contracted numbers; or other designated criteria.
 Students that are dismissed from the program for behavioral infractions/discipline at any time during the program will not be eligible for a refund.


This contract is null and void if not signed and returned within 60 days, beginning August 31, 2015. Terms of this AGREEMENT may only be modified at any time, in writing, by mutual agreement of both parties.
 This agreement shall be in effect August 27, 2015-June 30, 2016.

After reviewing, please make a copy of this contract and sign and return it by August 31, 2015 to:
THE OUTDOOR SCHOOL
2680 HWY. 154
SANTA BARBARA, CA 93105

APPROVED FOR THE GOVERNING BOARD OF THE DISTRICT

APPROVED FOR THE LOS PADRES OUTDOOR SCHOOL LEARNING FOR LIFE OWNER AND OPERATOR, THE OUTDOOR SCHOOL

BY: _____
 Lisa A. Franz
 TITLE Director, Purchasing


 Executive Director

DATE _____

DATE 7/28/15

DISTRICT ADDRESS:

1051 South A Street
 Oxnard, CA 93030

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 8/26/15

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

Approval of Work Authorization Letter #003 to Master Agreement #13-124 with CTE South for Preconstruction Geotechnical Services for the Marshall E.S. 12 Classroom Building (Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved a Master Agreement # 13-124 with CTE South to perform Geotechnical services for facilities projects identified in the District’s Facilities Implementation Plan. The District established a fair, impartial rotation for the assignment of work to each of the companies that were prequalified to perform professional construction services of this nature.

On April 15, 2015, the Board of Trustees provided CFW with direction to design a 12 classroom building at Marshall Elementary School to address a “bubble” in enrollment that will impact middle school grades in approximately two years. The project would provide interim housing for 6th-8th grades and would reconfigure the school to a K-8 curriculum. Subsequent to this agenda item, the Board of Trustees will be approving the selection of an Architect of Record to begin the design of the 12 classroom building.

The District, in consultation with CFW, recommends approval of Work Authorization Letter (WAL) #003 to CTE South to perform the required Preconstruction Geotechnical services.

The Work Authorization Letter is related to and consists of:

Master Agreement #13-124
WAL #003
Consultant: **CTE South**
Date Issued: **8/26/15**
Amount: \$14,900.00

The WAL and Attachment “A” are provided describing the scope of services requested from CTE South. The CTE South proposal for the Preconstruction Geotechnical services is also attached for the Board’s reference.

FISCAL IMPACT:

The Preconstruction Geotechnical services will be completed for a lump sum fixed fee of:

Fourteen Thousand Nine Hundred Dollars [\$14,900.00] to be funded from Measure “R”

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #003 for Preconstruction Geotechnical Services per Master Agreement #13-124 with CTE South.

ADDITIONAL MATERIAL(S):

- WAL #003, CTE South (1 page)
- Attachment "A" (1 page)
- CTE South proposal, dated 8/4/2015 (6 pages)
- Master Agreement #13-124, CTE South (38 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 7	DATE: 26-Aug-15
SITE NAME: Marshall E.S. 12 Classroom Building	DSA #
MASTER AGREEMENT #: 13-124	OPSC #
WAL #: 003	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: CTE South Street: 1645 Pacific Avenue, Ste. 107 City, State, Zip: Oxnard, CA 93033 Phone: (805) 486-6475

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provide Preconstruction Geotechnical services to support design development of the 12 classroom building at Marshall School, per the attached Proposal No. Ox-15535, dated August 4, 2015
 (ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 27-Aug-15	COMPLETION DATE: 27-Sep-15
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FIXED FEE AMOUNT: Fourteen Thousand Nine Hundred Dollars (\$14,900.00)

This fee amount is based upon Consultant's proposal dated 4-Aug-15 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
----------	------------

OXNARD SCHOOL DISTRICT	CONSULTANT
------------------------	------------

(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
-------------	--------	-------------	--------

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY: Greg Grant
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
COST ID:	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:

**MARSHALL 12 CLASSROOM BUILDING
CTE SOUTH – PRECONSTRUCTION GEOTECHNICAL SERVICES**

Attachment “A”
MA #13-124, WAL #003

**Proposed Scope of Services for Work Authorization Letter #003 of
Master Agreement #13-124:**

General Overview of Scope of Work

The Marshall School 12 classroom building project includes the construction of a new 2-Story, 12 classroom building and the addition of twenty (20) additional parking spaces.

The Geotechnical Inspection & Material Testing Consultant (“Consultant”) shall inspect and test the geotechnical aspects of this project during design development. Project specific scope of work summaries are provided below.

Service Call Response Time

The Consultant must report to the requested project site within 24hrs of receipt of notification of Inspection.

Communication

Consultant shall maintain active communication with the project team, including at minimum cell phone with email capabilities, active email address, fax machine, and 24/7 phone dispatch availability for urgent issues during the field observation and testing portion of work. Consultant must respond to all project emails and phone messages within 24hrs of receipt.

Consultant shall utilize District’s project controls and document management online systems for review, approval, filing, and archiving of project documents including RFIs, Submittals, Change Orders, Daily Reports, and other documents that require Consultant’s review and/or approval.

Reports

Consultant shall provide a copy to the District of all reports required by DSA, including daily reports, observation reports, etc.

Project Specific Scope of Work Summaries:

The Measure “R” Facilities Implementation Program provides for the addition of a 2-story 12 classroom building to alleviate the enrollment bubble in the student population for grades 7 and 8 at the Marshall School site. The new Building is being designed to provide accommodations to reconfigure Marshall School from a K-5 school to a K-8 school for up to 900 students at state loading standards.

The new school facilities include a 2-story, 12 classroom building, and twenty additional parking spaces.



August 4, 2015

CTE Proposal Number: Ox-15535

Caldwell Flores Winters, Inc.

1901 S. Victoria Ave. #106
Oxnard, CA 93035
Phone: (805) 253-0370

Attention: Mr. Greg Grant

Subject: Geotechnical Investigation
Proposed 2-story Administration Building Addition
Thurgood Marshall Elementary School
2900 Thurgood Marshall Drive
Oxnard, CA 93036

CTE South, Inc. (CTE) is pleased to present this proposal in response to an email from your office, dated July 31, 2015, with regards to the stated subject. We have carefully read, and accept the scope of work, and the terms and conditions as described in the email.

CTE has extensive experience with local geotechnical conditions, regulations, and building codes. We believe that this experience brings exceptional value to the District's project. In addition CTE has provided services for over 300 Division of the State Architect (DSA) projects. We offer a competitive advantage over other firms because of the resources of available to our offices. The Oxnard facility will be the primary office, but will receive support from other CTE facilities if needed. This extensive support helps to control the budget and associated expenses that are then passed to the client.

Respectfully Submitted,
CTE SOUTH, INC.

A handwritten signature in red ink that reads "Dharmesh Amin". The signature is written in a cursive, flowing style.

Dharmesh Amin, MS, PE, GE
Branch Manager

CTE understands that the proposed project will consist of the construction of a new addition to an existing administration building. The addition would be comprised of a 12-classroom, 2-story building with an approximate footprint of 11,000 square feet, and associated new paved parking areas. We understand that finalized plans are not yet available, but it is likely that the proposed building will be constructed with a slab-on-grade foundation system. Additionally, we understand that the location of the proposed addition may change, but will generally be located in the area indicated in an undated document entitled "Marshall: Option "C" that was supplied to our office.

CTE will meet and or exceed the scope of services as received via e-mail on July 31, 2015, from your office, as well as an undated document entitled "Marshall: Option "C"." The scope of our services will consist of but not limited to a site surface reconnaissance, subsurface exploration, collection of representative samples, laboratory testing of samples, a review of geologic and geotechnical data, analysis of the field and laboratory data, a liquefaction study, the preparation of a Geotechnical Investigation, the preparation of a Geologic Investigation, subsequent responses to comments from the Division of State Architect, and the review and signing of project plans. Additionally, our report will address criteria requirements from the Division of State Architect (as defined by the California Geological Survey) for geotechnical and geologic investigations.

ESTIMATED FEES for GEOTECHNICAL INVESTIGATION

The following are the major items of our anticipated scope of work for the proposed Public School Campus and their associated costs to perform:

1. Field Investigation, Exploration and Sampling: \$ 7,000
2. Laboratory Testing: \$ 3,000
3. Geologic Investigation: \$ 600
4. Geotechnical Investigation preparation (*including a liquefaction study*): \$ 3,800
5. Additional Work (*DSA comments, plan review*): \$500

Estimate Total: \$14,900

CTE has read and agrees to meet the schedule as represented in the Districts RFP. It is understood that a “Draft Geotechnical Report” shall be provided to the District within 25 day of receiving a Notice To Proceed (NTP).

4

QUALIFICATIONS AND EXCLUSIONS

It should be noted that the estimate for the “Additional Work” (for tasks such as DSA Review comments and responses) is extremely tentative, and largely depends on what sort of comments are made by the DSA. If we are retained as your geotechnical firm of choice for this project and are asked to perform the tasks specified in the Additional Work, we will not proceed without your permission.

CTE SOUTH, INC.
STANDARD TERMS & CONDITIONS

1. **SCOPE OF AGREEMENT:** CTE's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall be valid and binding.
2. **PAYMENT TERMS:** CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
3. **CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.
4. **TIME:** Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
5. **PROJECT DELAY:** CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.
6. **OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE, and copies thereof, shall remain the property of CTE and may not be used by Client or other third parties without CTE's express written consent. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.
7. **MUTUAL COOPERATION:** CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
8. **WARRANTY:** CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
9. **EXCLUSION OF IMPLIED WARRANTIES.** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
10. **USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE and waives all rights and claims against CTE for their unauthorized use.
11. **NO FIELD DIRECTION:** Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.
12. **CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.
13. **SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.
14. **PROFESSIONAL LIABILITY:** CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.
15. **CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Construction Testing and Engineering, Inc.** (“Consultant”) with a business address at 1645 Pacific Avenue, Suite 107, Oxnard, CA 93033. 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 Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of 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 herein 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. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. 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.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. 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 and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs. Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **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 or the WAL (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 Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **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 or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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 or the WAL for a minimum of four 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 or the WAL.

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 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.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of 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 payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL 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.

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.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **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 and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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 WAL or the Services performed hereunder or the WAL.

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.

22. **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 the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. 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 and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) 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 (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designate employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

AB (Initials)

23. **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, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

TD (Initials)

24. **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 or the WAL, 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.
25. **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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. 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 and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District. (the "Administrator") provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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 and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents ("Indemnified Parties") from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. 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. Consultant's obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

RB (Initials)

32. **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.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL 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
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Construction Testing and Engineering, Inc.
1645 Pacific Avenue, Suite 107
Oxnard, CA 93033
Attention: Michael Molina
T: (805) 486-6475
Email: mmolina@cte-inc.net

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL 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 or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

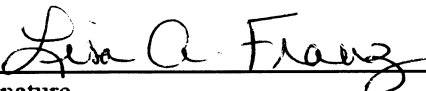
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **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.

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

OXNARD SCHOOL DISTRICT:

**CONSTRUCTION TESTING & ENGINEERING
INC.:**



Signature



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Rodney Ballard, President

Typed Name/Title

11-20-13

Date

Oct. 30, 2013

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 93-0997190

- Not Project Related
 Project #13-124


EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

- Not Project Related
 Project #13-124

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE) (DATE)	CONSULTANT: _____ (SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
_____ (PM APPROVAL SIGNATURE) (DATE)		
SPECIAL INSTRUCTIONS:		

Not Project Related

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Schedule of Fees and Services	
PROFESSIONAL SERVICES	Rate per Hour
<u>PROFESSIONAL ENGINEERING STAFF</u>	
Principal Engineer / Geologist	\$110
Senior Engineer / Geologist / Architect	\$86
Project Engineer / Geologist / Architect	\$85
Environmental Consultant / Registered Environmental Assessor	\$95
Staff Engineer / Geologist / Architect	\$85
Environmental Specialist	\$85
Environmental Technician	\$85
Roofing / Waterproofing Inspector	\$85
Roofing / Waterproofing Consultant	QUOTE
<u>INSPECTION SERVICES & QUALITY CONTROL</u>	
Pile Driving Inspector / Deep Foundation Inspector	\$85
Senior Soil Technician includes nuclear gauge or mobile laboratory	\$75
Soil Technician II includes nuclear gauge or mobile laboratory	\$76
Mechanical / Electrical Inspector	\$85
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing)	\$72
Shop Fabrication Inspection (Within California)	QUOTE
Shop Fabrication Inspection (Outside California)	QUOTE
Field Technician I (ACI / Soil)	\$75
Concrete Technician (ACI)	\$72
Inspector of Record / DSA / OSH-PD Inspector	QUOTE
Quality Control Representative	QUOTE
Submittal Reviewer	QUOTE
Prevailing Wage Site Work	QUOTE
QC Plan Preparation	QUOTE
<u>NON-DESTRUCTIVE TESTING SERVICES</u>	
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	\$85
Metallic Surface Coatings (Paint or Fluorescent Fireproofing)	QUOTE
Radiographic (low power portable and laboratory available)	QUOTE
<u>SPECIAL SERVICES:</u>	
Coring / Sawing Operator & Equipment (1-man crew)	\$150
Coring / Sawing Operator & Equipment (2-man crew)	\$225
Floor Flatness (includes reports and Registered Engineer Certification)	\$150
Mobilization / Demobilization - flat rate	N/A
Reinforcing Steel Location	\$85
Anchor Pull Tests - up to 30 tons	\$96
Glue Lamination Inspection	QUOTE
Batch Plant Inspector	\$75
Procedure Qualification per: AWS, ASME or Military Standards	QUOTE
<u>SUPPORT SERVICES:</u>	
Certificate of Completion	\$350
Draftsman	\$60
Express Mail (FEDEX/UPS) (minimum)	\$30
Facsimile (each page)	\$1
File Search, re-issue of report, copies (minimum)	\$50
Review of Files for processing Affidavits and Certifications	\$45
Word Processing/Secretarial (per hour)	\$45
Sample Pickup	\$50
<u>COURT APPEARANCE AND DEPOSITIONS:</u>	
Senior Professional Preparation, Deposition or Testimony	\$250
Travel & Expenses	Actual + 15%
Evidence Storage (per month)	\$50

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Schedule of Fees and Services			
MATERIALS TESTING	Price per Specimen	ASTM Designation	Other Method Used
SOILS:			
California Bearing Ratio (CBR), Includes Maximum Density Curve	\$360	D 1883	---
Cement Treated Base, Laboratory Design - Soil Cement, Each Set	\$435	D-558	---
Cement Treated Base, Sample Fabrication (Set of Three)	\$120	D-558	CTM 312
Cement Treated Base, Compression Test	\$25	---	---
Chloride Content of Soil	\$70	---	---
Conductivity	\$35	---	CAL-TM-424
Consolidations - Per Point	200.00 or \$65.00 per point	D 2435	---
Direct Shear Test	\$195 to \$245	D 3080	---
Expansion Index	\$140	D 4829	UBC 18-2
Hydrometer Analysis (Fine Grade)	\$100	D-422	---
Hydrometer Analysis with coarse & fine grade	\$230	---	---
Laboratory Compaction Test (Moisture Density-Each Curve)	\$190	D 1557	CTM 216
Laboratory Compaction Test Requiring Rock Correction	\$225	D 1557 / D 4718	---
Moisture Content	\$35	D 2216	---
Plasticity Index / Liquid Limit/Atterburg Limits	\$100	D 4318	---
Permeability Test - Constant Head			
Fine Grained Soil	\$210	D-5084	---
Granular Soil	\$350	D 2434	---
Other	QUOTE	D 4318	---
R - Value (Minimum 3 pts.)	\$225	D-2844	CTM 301
Resistivity and pH of Soil	\$150	D-4972	CTM 643
Sand Equivalent	\$100	D 2419	CTM 217
Shrinkage Limit	\$90	D 427	---
Sodium Sulfate Soundness (Per Size Fraction)	\$70	C 68	---
Soil Classification w/ Atterburg & Gradation	\$240	D 2467	---
Sulphate Content of Soil	\$80	---	---
AGGREGATES:			
Absorption Test, Coarse Aggregate	\$25	C 127	---
Absorption Test, Fine Aggregate	\$25	C 128	---
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	\$210	---	---
Clay Lumps and Friable Particles	\$85	C 142	---
Cleanliness Value	\$70	---	CTM 227
Crushed Particles, Percent	\$110	---	CTM 205
Durability Index, Coarse Aggregate	\$95	D 3744	CTM 229
Durability Index, Fine Aggregate	\$70	D 3744	CTM 229
LA Rattler	\$150	C 131 or C 535	CTM 211
Mortar making properties of fine aggregates	\$225	C 87	---
Organic Impurities in Sand	\$45	C 40	---
Sieve Analysis (Gradation), Coarse Aggregate	\$50	C 136	---
Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	\$75	C 136	---
Soundness of Aggregates by Sulfates	\$45	---	---
Specific Gravity, Fine Aggregate	\$60	C 128	---
Specific Gravity, Coarse Aggregate	\$40	C 127	---
Unit Weight per Cubic Foot, Voids in Aggregate	\$50	C 29	---

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Project #13-124

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

- Not Project Related
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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, 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, subcontractors, representatives and/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 the WAL and grounds for immediate termination

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

- Not Project Related
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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 and/or Services 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 Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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
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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

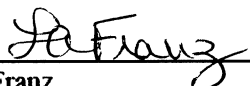
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)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 District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

- Not Project Related
 Project #13-124

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124
BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Shawn Huffman

Title: Project Manager

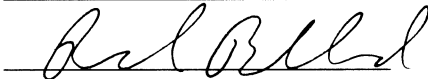
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: Oct. 30, 2013

Proper Name of Contractor: Construction Testing & Engineering, Inc.

Signature: 

By: Rodney Ballard

Its: President

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

SCOPE OF SERVICES (PART 1 OF 2) – GEOTECHNICAL ENGINEERING

The Geotechnical's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

1. Borings:

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

2. Drilling and sampling methods and protection of property:

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

3. Percolation Testing:

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

4. Reports

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
 - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
 - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
 - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
 - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
 - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
 - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
 - Provide appropriate subsurface profiles of rock or other bearing stratum;
 - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
 - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
 - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
 - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
 - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
 - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
 - v. Subgrade modules for design of pavements or slabs.
 - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
 - vii. Stability of slopes.
 - viii. Seismic activity.
 - ix. Frost penetration depth and effect.
 - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
 - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
 - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

5. Construction Phase Services

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:

A. Work plan and schedule for completion of services

B. Confirmation of completion of boring, drilling, sampling & testing activities

DUE DATE

NTP + 3 days

NTP + 15 days

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C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**

D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

7. Accuracy Standards

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
 - 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
 - 3 Enter PO # (Purchase Order #) provided to you when contract issued.
 - 4 Feel free to include your company logo if you wish
 - 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
 - 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row = at left, press CTRL+C to copy row, right click grey row = immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied inserted in a single step by highlighting multiple rows prior to copying.
- First Billing.**
- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
 - 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values; % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/4/2013

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 Crest Insurance Group, LLC 5285 East Williams Circle Suite 4500 CA# 0G31993 Tucson AZ 85711	CONTACT NAME: Kathy Taylor PHONE (A/C, No, Ext): 520-881-5760 E-MAIL ADDRESS: ktaylor@crestins.com	FAX (A/C, No): 520-325-3757
	INSURER(S) AFFORDING COVERAGE	
INSURED 70CONSTES CTE, CAL, Inc. 14538 Meridian Parkway, Suite A Riverside CA 92518-3018	INSURER A : Travelers Property Casualty Co. of	NAIC # 25674
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 675832320 **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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	6308298X967	4/17/2013	4/17/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	8108298X967	4/17/2013	4/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CUP8298X967	4/17/2013	4/17/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB8298X967	4/17/2013	4/17/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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)
Re: Project #13-124. Certificate Holder is additional insured under general and auto liability if required by written contract per the attached policy forms. Waiver of Subrogation & Primary & Non Contributory applies if required by written contract per attached forms. Coverage is subject to policy forms, terms, conditions, definitions & exclusions.

CERTIFICATE HOLDER Oxnard School District Caldwell Flores Winters, Inc. 1901 S. Victoria Ave., Suite 106 Oxnard CA 93035	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 <i>Cody Ritchie</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:
- a. After the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

COMMERCIAL GENERAL LIABILITY

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB8298X967

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Blanket Waiver of Subrogation

DESIGNATED ORGANIZATION:

Blanket Waiver of Subrogation

DATE OF ISSUE: - -

ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED → B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION ← N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

→ **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

→ **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 8108298X967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Blanket Additional Insured

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:**

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 8/26/15

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

Approval of Work Authorization Letter #003 to Master Agreement #13-126 with MNS Engineering for Site Survey and Utility Location Services for the Marshall E.S. 12 Classroom Building (Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved a Master Agreement # 13-126 with MNS Engineering to perform surveying and utility location services for facilities projects identified in the District's Facilities Implementation Plan. The District established a fair, impartial rotation for the assignment of work to each of the companies that were prequalified to perform professional construction services of this nature.

On April 15, 2015, the Board of Trustees provided CFW with direction to design a 12 classroom building at Marshall Elementary School to address a "bubble" in enrollment that will impact middle school grades in approximately two years. The project would provide interim housing for 6th-8th grades and would reconfigure the school to a K-8 curriculum. Subsequent to this agenda item, the Board of Trustees will be approving the selection of an Architect of Record to begin the design of the 12 classroom building.

The District, in consultation with CFW, recommends issuing Work Authorization Letter (WAL) #003 to MNS Engineering to perform the required surveying and utility location services.

The Work Authorization Letter is related to and consists of:

Master Agreement #13-126
WAL #003
Consultant: **MNS Engineering**
Date Issued: **8/26/15**
Amount: **\$7,200.00**

Exhibit "F" is attached describing the scope of services requested from MNS Engineering. MNS Engineering's proposal for the services is also attached for the Board's reference. The WAL calls for the performance of surveying and utility location services in support of the design development for the 12 classroom building.

FISCAL IMPACT:

The Surveying and Utility location services will be completed for a lump sum fixed fee of:

Seven Thousand Two Hundred Dollars and Zero Cents [\$7,200.00] to be funded from Measure "R"

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #003 for Surveying and Utility Location Services per Master Agreement #13-126 with MNS Engineering.

ADDITIONAL MATERIAL(S):

- WAL #003, MNS Engineering (1page)
- MNS Engineering proposal, dated 8/4/15 (2 pages)
- Master Agreement #13-126, MNS Engineering (32 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 7	DATE: 26-Aug-15
SITE NAME: Marshall E.S. 12 Classroom Building	DSA #
MASTER AGREEMENT #: 13-126	OPSC #
WAL #: 003	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	MNS Engineering
	Street:	4580 East Thousand Oaks Blvd., Ste. 101
	City, State, Zip:	Westlake Village, CA 91362
	Phone:	(805) 719-9809

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Provide Surveying and Utility location services to support design development of the 12 classroom building at Marshall School
(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 27-Aug-15	COMPLETION DATE: 27-Sep-15
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FIXED FEE AMOUNT: Seven Thousand Two Hundred Dollars and Zero Cents (\$7,200.00)

This fee amount is based upon Consultant's proposal dated 4-Aug-15 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY: Greg Grant
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
COST ID:	

(PM APPROVAL SIGNATURE)	(DATE)
-------------------------	--------

SPECIAL INSTRUCTIONS:



WESTLAKE VILLAGE

4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
805.648.4840 Phone

August 4, 2015

Greg Grant
CFW, Inc.
1901 S. Victoria Ave., No. 106
Oxnard, CA 93035

Re: **Oxnard School District Thurgood Marshall Elementary School
Survey Services Cost Estimate**

Dear Greg

Thank you for requesting a proposal for our professional surveying services for this project. The following is our proposed scope of services and corresponding fee.

PROPOSED SCOPE OF SERVICES

MNS Engineers will provide a Topographic base map for the new proposed 2 story classroom, rerouting of the fire access road and 20 additional parking stalls in the north west parking area as per exhibit provided by CFW on 7/31/2015. The topographic locations will include all surface/observable utilities and all site hardscape. This will include a 100' additional area outside of the requested areas. This 100' area is necessary for the design effort.

This cost estimate is based on our phone conversation on 8/03/2013. CFW will provide a Record of Survey, Title report and the vesting deed for the Oxnard School District, Thurgood Marshall Elementary School. MNS Engineers will perform field survey for the topographic locations and will provide a base map. This base map will show the record boundary as per provided as builds and record maps. This will only include water and sewer easements on the existing fire access road starting at Thurgood Marshall Drive east to the fire truck turnaround area as per sheet T-2.1 provided. The base map will be provided in an ACAD format that will be used in the design effort.

COST ESTIMATE
\$7,200

Please let me know if you have any questions regarding this proposal. You can contact me at 805-719-9809 or at ftice@mnsengineers.com.

Sincerely,

MNS Engineers, Inc.

A handwritten signature in cursive script that reads 'Fred Tice'.

Fred Tice, PLS
Principal Surveyor



STANDARD SCHEDULE OF FEES

Effective July 1, 2015 through June 30, 2016

Surveying

Principal Surveyor/Project Manager	\$200/hr.
Project Surveyor	\$150/hr.
Supervising CADD Technician	\$120/hr.
2 person crew (Prevailing wage)	\$250/hr.
1 person crew (Prevailing Wage)	\$180/hr.

Direct Expenses:

Use of outside consultants as well as copies, blueprints, monuments, computer plots, travel (out of area) and all similar charges directly connected with the work will be charged at cost per agreement.

Prevailing Wage Rates:

MNS surveyors are signatory to IUOE Local 12. A 2 person survey crew is \$250 per hour.



**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **MNS Engineers, Inc.** (“Consultant”) with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. 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 Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of 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 herein 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. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. 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.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. 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 and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
- a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **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 or the WAL (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 Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **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 or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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 or the WAL for a minimum of four 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 or the WAL.

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 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.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of 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 payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL 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.

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.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).


21. **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 and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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 WAL or the Services performed hereunder or the WAL.

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.

22. **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 the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. 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 and the WAL.


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) 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 (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

23. **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, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **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 or the WAL, 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.
25. **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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. 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 and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.


29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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 and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. 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. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

32. **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.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL 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
Assistant Superintendent , Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
Attention: Fred Tice
T: (805) 648-4840
Email: ftice@mnsengineers.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL 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 or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

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

40. **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.

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

OXNARD SCHOOL DISTRICT:

MNS ENGINEERS INC.:

Lisa A. Franz
Signature

[Handwritten Signature]
Signature

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

JAMES A. SALVIO, PRESIDENT & CEO
Typed Name/Title

11-20-13
Date

29 OCTOBER 2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-2000889

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EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

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	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

MNS Engineers Standard Schedule of Fees

Effective July 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Surveying

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts

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allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

- 1) Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- 2) Acceptable back-up for billings shall include, but not be limited to:
 - a) Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
 - b) Records for all supplies, materials and equipment properly charged to the Services.
 - c) Records for all travel pre-approved by District and properly charged to the Services.
 - d) Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with

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this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, 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, subcontractors, representatives and/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 the WAL and grounds for immediate termination

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

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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 and/or Services 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 Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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.

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

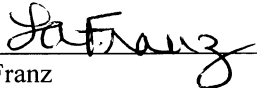
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)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 District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

- Not Project Related
 Project #13-126

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

- Not Project Related
- Project #13-126

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: FRED TICE

Title: PRINCIPAL SURVEYOR

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10.29.2013

Proper Name of Contractor: MINS ENGINEERS, INC.

Signature: 

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

Not Project Related

Project #13-126

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-126**

SCOPE OF SERVICES – PROJECT SURVEYOR

The Project Surveyor’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

1) Boundary Survey-General Requirements:

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

2) Topographic Survey Scope of Services:

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
 1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
 2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
 3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
 4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
 5. Note possibilities of prescriptive rights-of-way and the nature of each;
 6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01’. Location of benchmark to be determined by Architect of Record;
 7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
 8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
 9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

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Project #13-126

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
 - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
 - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
 - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
 - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

3) Reports

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

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

4) Time

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

5) Accuracy Standards

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

Not Project Related

Project #13-126

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values,% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to **DEFINITIONS (Section V)**:

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the

"personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Policy No. BA2220L967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE- This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS E. TRAILERS -INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE-GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.S., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 8/26/15

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

RATIFICATION OF SUPPLEMENTAL WORK AUTHORIZATION LETTER #001S TO MASTER AGREEMENT #13-122 WITH EARTH SYSTEMS FOR ADDITIONAL DSA SPECIAL INSPECTION AND TESTING SERVICES FOR HARRINGTON ELEMENTARY SCHOOL (Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for professional services firms, the Board of Trustees approved Master Agreement #13-122 with Earth Systems to perform Special Inspection and Testing services related to future District construction and modernization projects. The District established a fair, impartial rotation for the assignment of work to each of the companies that were prequalified to perform professional construction services of this nature. Pursuant to this rotation, Earth Systems was assigned to the Harrington Elementary School Project.

Special Inspection and Materials Testing began on schedule and is continuing. Elements of the Project, such as the Harrington's Mat Slab foundations, which are two separate concrete structures, required double the time originally forecast for inspection. The Mat Slab is a two pour process, requiring additional inspections for structural steel and concrete as the two foundations are not placed concurrently. Additionally, the Division of the State Architect required in-plant inspection of the manufacture of glue-laminated beams. The Project also endured a delay from Southern California Edison that caused placement for the 2-story classroom building foundation to require a start and stop condition that added additional inspections. Earth Systems continued to perform its services beyond those included in its original proposal and contributed to keeping the project on schedule.

In consideration of the increase in required services as well as estimated services anticipated to finish the project, an additional Supplemental Work Authorization Letter (WAL) is required as an amendment to the original proposal. The Supplemental WAL describes the scope of additional services requested from Earth Systems. Earth System's proposal for the Special Inspection and Testing services is also attached for the Board's reference.

FISCAL IMPACT:

The Special Inspection and Testing services will be completed for a lump sum fixed fee of:

Sixty Eight Thousand One Hundred Seventy Six Dollars and Sixty Cents [\$68,176.60] to be funded from Measure "R"

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Supplemental WAL #001S for Master Agreement #13-122 with Earth Systems.

ADDITIONAL MATERIAL(S):

- Supplemental WAL #001S, Earth Systems (1 page)
- Attachment "A" (2 pages)
- Attachment "B" (1 page)
- Earth Systems Proposal dated 7/6/2015 (3 pages)
- Master Agreement #13-122, Earth Systems (56 pages)

GOALS:**GOAL FIVE:**

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites



SUPPLEMENTAL WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: 4	DATE: 26-Aug-15
SITE NAME: HARRINGTON E.S.	DSA # 03-115469
MASTER AGREEMENT #: 13-122	OPSC #
WAL #: 001S	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	Earth Systems -Southern California
	Street:	1731-A Walter Street
	City, State, Zip:	Ventura, CA 93003
	Phone:	(805) 642-6727

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Special Inspection and Materials Testing as detailed in Attachments "A" and "B" to this Work Authorization Letter

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL- REFER TO ATTACHMENTS "A" & "B"

START DATE: 30-Sep-14	COMPLETION DATE: 15-Dec-15
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FIXED FEE AMOUNT: Sixty Eight Thousand One Hundred Seventy Six Dollars and Sixty Cents (\$68,176.60)

This fee amount is based upon Consultant's proposal dated 6-Jul-15 and subsequent negotiations mutually agreed to by all parties

This Supplemental WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This Supplemental WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This Supplemental WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this Supplemental WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY: Greg Grant
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
COST ID: 6290	

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:

ATTACHMENT "A"
MA#13-122 WAL #001S
PROJECT 4: HARRINGTON E.S.
EARTH SYSTEMS - SPECIAL INSPECTION AND MATERIALS TESTING AT HARRINGTON E.S.

SCOPE OF SERVICES

General Overview of Scope of Work

The Testing Laboratory & Special Inspector for Project 4: Harrington Reconstruction shall provide adequate coverage to provide observation & testing for the special inspection work, from NTP to close-out; as detailed on the DSA approved documents and the DSA 103 forms. Work includes but is not limited to earthwork and grading, site utilities, foundations, paving, framing, shear wall systems, MEP systems, fire protection and fire alarm systems, drywall, rated assemblies, finishes, and site concrete. Project specific scope of work summary is provided below.

Special Inspection Requests

The Special Inspector must provide special inspections within 48 hours of receipt of an inspection request form. Contractor will provide a minimum of 48 hour advance notice for a special inspection request. Special inspections include soil compaction; epoxy dowels, concrete mix design, rebar testing, structural steel welding (in shop and in field), drilled anchors/shot pins, and all other requirements of the DSA approved plans, specifications, and DSA 103 Testing and Inspection Form. Contractor will provide a short-interval-schedule at weekly project meetings identifying anticipated inspection requirements.

Timely Inspections

Special Inspector shall coordinate adequately with the DSA IOR, Program Manager, AOR, testing lab, contractors, and other related parties to ensure that all inspection card sign-offs are obtained and approved to support the timely completion of the project in support of the project milestones.

Communication

Special Inspector shall maintain active communication with the project team, including at minimum a cell phone with email capabilities, active email address, fax machine, and 24/7 phone dispatch availability for urgent issues during the field observation and testing scope of work. Special Inspector must respond to all project emails and phone messages within 24 hours of receipt of email or message.

Special Inspector shall utilize District's project controls and document management online systems for review, approval, and archiving of project documents including RFI'S, Submittals, Change Orders, Daily Reports and other documents that require Special Inspector's review and/or approval.

Reports

Special Inspector shall provide a copy to the district of all reports required by DSA, including daily reports, observation reports, testing reports, etc.

ATTACHMENT "A"
MA#13-122 WAL #001S
PROJECT 4: HARRINGTON E.S.
EARTH SYSTEMS - SPECIAL INSPECTION AND MATERIALS TESTING AT HARRINGTON E.S.

SCOPE OF SERVICES

Project Specific Scope of Work Summary:

Project 4 of the Measure "R" Facilities Implementation Program provides for the replacement of the aging facilities at the Harrington Elementary School Site with a complete new school facility. The new school is being designed to serve as a K-5 school for up to 700 students at state loading standards.

The new school facilities include a 2-Story classroom building, multi-purpose room including a full kitchen and instructional spaces, administration building, media center/library, kindergarten with play area, green play fields, hard court play areas, interim preschool facilities, and protection of the existing administration and kindergarten buildings and associated utilities.

Construction Budget is approximately \$16,500,000.00

Construction substantial completion is required by December 2015



June 23, 2015

Project No.: VT-24867-03

Project: Harrington Elementary School Rebuild
Subject: Potential T&I Yet To Be Performed

The following is a list of potential tests and inspections yet to be performed during construction of the new Harrington Elementary School campus. Some of these items certainly require testing and inspection, but others may or may not. This list is being produced to gain clarity on future work that may be required of Earth Systems Southern California throughout the remainder of the project.

- Welding Inspection:** Stairs at Building _ (Field Welding)
Fences - Sheet A007 (Shop or NA?)
Fiber Cement Feature Wall – Sheet A007 (Shop, Field, or NA?)
Gates – Sheet A008 (Shop or NA?)
Trash Enclosure – Sheets A005/S106 (Field)
Handrails – Sheet A010 (Shop, Field, or NA?)
- Concrete Sampling:** South Campus Entry Wall Footings– Sheet A003
MPR Courtyard Wall Footings – Sheet A003
Stair B Plaza Wall Footings – Sheet A004
Stair A Courtyard Wall Footings – Sheet A005
Stair C Courtyard Wall Footings – Sheet A005
Trash Enclosure Footings – Sheet A005
Main Switchgear Slab/Footings – Sheet A005
Planter Footings - Sheet A007
Flagpole Footing – Sheet A008
Basketball Backboard Support Pole Footings – Sheet A009
Ball Wall Footings – Sheet A009
- Masonry Inspection:** South Campus Entry Walls – Sheet A003
MPR Courtyard Walls – Sheet A003
Stair B Plaza Walls – Sheet A004
Stair A Courtyard Walls – Sheet A005
Stair C Courtyard Walls – Sheet A005
Trash Enclosure – Sheet A005
Planters - Sheet A007
- Epoxy Inspection:** Fiber Cement Feature Wall – Sheet A007
- Steel ID and Testing:** Footing Reinforcement for Items Above
Masonry Wall Reinforcement for Items Above
- Block ID and Testing:** Masonry Inspections Listed Above, Unless Previously Identified and Tested Block Remains for Use in Upcoming Work

Once the items that need inspecting or testing are identified, we will need a construction schedule to help us budget with the district, as they have requested.

Thank you, Pat Boales



July 6, 2015

Project No.: VT-24867-03

Oxnard School District
c/o Greg Grant
Caldwell Flores Winters, Inc.
6425 Christie Avenue, Suite 270
Emeryville, CA 93608

Project: Harrington Elementary School Reconstruction
2501 Gisler Avenue
Oxnard, California

Subject: Change Order Request for Materials Inspection, and Testing Services during Construction

Ref.:

1. Earth Systems Southern California, June 18, 2014, Proposal to Provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction, Proposal No.: VP-14-144 (Revised).
2. Undated Preliminary DSA-103 Form, Statement of Structural Tests and Special Inspections

Introduction

Construction operations have been underway at the Harrington Elementary School site for several months. Based on review of the quantity of testing that has occurred on the project versus estimated times included within the referenced proposal, and on conversations with the Project Inspector and Project Superintendent regarding additional testing and inspection that will be required, we are requesting a change order to the previous Purchase Order.

Based on discussions with the Project Inspector and Superintendent, it appears that the site work for wood glulams is complete, but there is still a substantial amount of concrete and masonry work, identification and testing of reinforcing steel, and inspection of shop and field welding that will be required. In addition, a suite of tests on floor slabs that was not included in the Testing and Inspection List for the project will be necessary.

Below is a table showing original estimates in the referenced proposal, charges that have been applied through February 28, 2015, when first discussions about a change order request were held with Oxnard School District project representatives, and those charges applied through June 30, 2015, plus additional fees expected to be incurred based on conversations with the Project Inspector and the Project Superintendent:

Category Name	Original Estimate	Fees Through February 28	Fees Through June 30	Future Fee Estimate	Revised Estimate
Concrete	\$25,800.00	\$32,106.00	\$35,430.00	\$4,970.00	\$40,400.00
Steel	\$9,000.00	\$15,356.00	\$17,229.00	\$6,228.00	\$23,500.00
Masonry	\$29,400.00	\$11,633.50	\$21,639.50	\$12,360.50	\$34,000.00
Welding	\$20,300.00	\$27,076.50	\$41,040.50	\$5,802.50	\$46,800.00
Bolting	\$10,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Wood	\$0.00	\$6,300.60	\$6,300.60	\$0.00	\$6,300.60
Temp. Kdngtn.	\$0.00	\$2,776.00	\$2,776.00	\$0.00	\$2,776.00
Slab Moist/pH	\$0.00	\$0.00	\$0.00	\$9,100.00	\$9,100.00
Totals	\$94,700.00	95,248.60	\$124,415.60	\$38,461.00	\$162,876.60

Explanation of Overages

As noted in the referenced Proposal, a schedule of construction had not been submitted to Earth Systems Southern California prior to preparation of the estimates for the various groupings of fees, and because of this, the estimates could not be accurately approximated.

Although work for the relocatable buildings in the temporary Kindergarten project was included within Work Authorization Letter No. 2 issued by the District, fees for that work were not included within the referenced proposal, and are considered "additional services" beyond the originally proposed scope.

Some other items of note within the above table include the lack of inclusion of wood inspection during preparation of the proposal.

Concrete testing has exceeded the original estimate given that nearly every structure utilized two slabs (instead of the standard one at nearly every other project), which led to multiple additional batch plant inspections, site sampling days, and laboratory testing. The "double slabs" also required twice as much steel identification and laboratory testing.

Masonry will exceed the original estimate due to site issues which did not allow a full crew to work most days, as other site work impeded access to the workers. As a result, work took substantially longer than it would have if full access could be obtained. In addition, some masonry not expected to require inspection has recently been designated for inspection.

Although the original estimate assumed 240 hours (i.e. 30 days) of welding inspection, 66 days have been required so far, with several days of shop fabrication and field welding to come for fences and finishing site work.

During a review conducted near the end of February with construction site staff to help estimate upcoming work, low masonry walls, fences, basketball backboard supports, and other

ancillary site improvements were not included within structures that would require steel, concrete, masonry, and/or welding inspection and testing. However, decisions made last week by the Project Inspector (who conferred with the Project Architect) indicated that these will require our services.

During the meeting last week, it was also determined that, based on the Project Specifications, pH and relative humidity testing will be required within the slab areas of all buildings. This testing was not included in the Testing and Inspection list for the project; thus, it was not included in any of the earlier estimates. It is now included in the table above.

Conclusion

As noted in the table above, fees for testing and inspection through the end of June have totaled \$124,415.60, which exceeded the original budget of \$94,700.00 by \$29,715.60. It is estimated that testing and inspection for the new items discussed above will require an additional \$34,861.00 in fees. As a result, this change order request would increase the original estimate by \$68,176.60, bringing the total fees to approximately \$162,876.60.

Please issue the Change Order to **Earth Systems Southern California**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

**SCG, Inc., d.b.a.,
Earth Systems Southern California**

Agreed to and Accepted



Patrick V. Boales
Engineering Geologist/President

Client Signature and Title



Anthony P. Mazzei
Geotechnical Engineer/Vice-President

Client Name (in print)

Date

- Copies:
- 1 - Oxnard School District c/o CFW, Inc. (via email)
 - 1 - PVB
 - 1 - Proposal File

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND
SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Earth Systems Southern California** (“Consultant”) with a business address at 1731-A Walter Street, Ventura, CA 93003. 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 Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.
- B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.
- C. The Parties desire to formalize the prequalification of Consultant for performance of 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 herein 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. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and

conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. 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.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. 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 and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
- a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **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 or the WAL (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 Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **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 or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- 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 or the WAL for a minimum of four 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 or the WAL.
 - 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 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.
19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of 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 payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL 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.
 - 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.
20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **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 and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

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 WAL or the Services performed hereunder or the WAL.

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.

22. **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 the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. 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 and the WAL.

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) 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 (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

PVB (Initials)

23. **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, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

PVB (Initials)

24. **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 or the WAL, 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.
25. **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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. 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 and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.
30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.
- a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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 and the WAL.
31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.
- a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. 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. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

PVB (Initials)

32. **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.
33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL 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
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Earth Systems
1731-A Walter Street
Ventura, CA 93003
Attention: Paul Mooney
T: (805) 642-6727
Email: pmooney@earthsys.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL 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 or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
40. **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.

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

11-20-13
Date

Tax Identification Number: 95-6002318

EARTH SYSTEMS SOUTHERN CALIFORNIA:

Patrick V. Boales
Signature

Patrick V. Boales, President
Typed Name/Title

November 1, 2013
Date

Tax Identification Number: 95-4709565

Not Project Related

Project #13-122

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-122


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-122

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

- Not Project Related
- Project #13-122

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Professional Personnel (hourly)	
Staff Engineer/Geologist	\$110.00
Senior Engineer/Geologist	\$150.00
Laboratory Technician.....	\$75.00
Technical Personnel (hourly) for Non-Prevailing Wage Services	
Technician (Off-Site or for Sample Pickup)	\$72.00
Batch Plant Inspector (Off-Site).....	\$72.00
Special Inspector for Shop Welding or Steel Fabrication at the Shop (Off-Site Shops Only)	\$75.00
Mileage Charges	
A mileage charge of \$20.00 will be applied to all non-prevailing wage trips, with the exception of shop welding and/or off-site steel fabrication assuming the shops are local. For non-local shops, project-specific terms can be arranged.	
Technical Personnel (hourly) for On-Site (Prevailing Wage) Services	
Soil Technician or Anchor Pull Tester	\$83.00
Concrete Sampling Technician.....	\$83.00
Special Inspector	\$85.00
Mileage Charges	
A mileage charge of \$20.00 will be applied to all technician trips to school sites, but none will be applied to special inspector trips.	
Other	
Certified Payroll	\$40.00/person/payroll plus copying fees

- Not Project Related
- Project #13-122

LABORATORY SERVICES (Partial Listing of Available Tests)

SOIL

Moisture Content of Soils: ASTM D 2216	\$32.00
Expansion Index: UBC Std 29-2: ASTM D 4829	\$150.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698: CTM 216	
Full Curve (4" Mold)	\$160.00
Full Curve (6" Mold)	\$200.00
Sieve Analysis (washed): ASTM D 422, D 1140: CTM 202	\$140.00
Sieve and Hydrometer Analysis: ASTM D 422: CTM 203	\$215.00
Resistance "R" Value of Soils: ASTM D 2844: CTM 301	
Untreated Soils	\$290.00
Soils with Additives	Per Quote
Soil Corrosivity Analysis and Testing (pH, Resistivity, Sulfates)	\$150.00
Sand Equivalent: ASTM D 2419: CTM 217	\$110.00
Special Sample Preparation	\$75.00/hour

CONCRETE

Concrete Aggregate

Sieve Analysis:

Washed: ASTM C 117, ASTM C 136: CTM 202	\$150.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117: CTM 202	\$95.00

Specific Gravity:

Coarse Aggregate: ASTM C 127: CTM 206	\$75.00
Fine Aggregate: ASTM C 128: CTM 207	\$110.00

Potential Reactivity of Aggregate by Chemical Method: ASTM C 289

Per Quote

Unit Weight of Aggregate: ASTM C 29: CTM 212

\$75.00

Special Sample Preparation

\$75.00/hour

Not Project Related

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Cylinders, Beams, and Cores

Compression Test of Cast Cylinders (all sizes): ASTM C 39	\$30.00*
Compression Test of Cored Samples: ASTM C 42	\$55.00*
Compression Test Gunitite Samples	\$100.00*
Flexural Strength, Simple Beam with Third Point Loading: ASTM C 78.....	\$105.00
Special Sample Preparation	\$75.00/hour

*No per cylinder pickup fees, no charge for cylinder molds, and no report charges.

ASPHALT CONCRETE

Miscellaneous Tests

Bulk Specific Gravity of Compacted Specimens and Core Samples:

ASTM D 2726, ASTM D 1188; CTM 308	\$40.00
Specific Gravity, Theoretical Maximum: ASTM D 2041	\$105.00
Marshall Method: ASTM D 1559 (Set of 3 Specimens)	\$330.00
Asphalt Content of Hot Mix by Ignition Method with wash and gradation.....	\$290.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method A	\$135.00
Hazardous Waste Handling Charge	\$120.00
Moisture Content: CTM 370	\$47.00
Sieve Analysis:	
Washed: ASTM C 117, C 136; CTM 202	\$140.00
Sieve Analysis Passing #200 Sieve only: ASTM C 117; CTM 202	\$75.00
Specific Gravity:	
Coarse Aggregate: ASTM C 127; CTM 206.....	\$75.00
Fine Aggregate: ASTM C 128; CTM 207; CTM 208	\$110.00
Unit Weight of Aggregate: ASTM C 29; CTM 212	\$75.00
Sand Equivalent: ASTM D 2419; CTM 217	\$110.00

- Not Project Related
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AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202.....	\$140.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301	\$340.00
Sand Equivalent: ASTM D 2419; CTM 217	\$110.00

MASONRY

Concrete Block (Per Specimen)

Compression Test on Masonry Cores: ASTM C 140.....	\$45.00
Absorption (set of 3 required): ASTM C 140	\$40.00
Moisture Content as received (set of 3 required): ASTM C 140	\$30.00
Shrinkage (set of 3 required): ASTM C 426	\$95.00
Specific Gravity and Unit Weight (set of 3 required): ASTM C 140	\$35.00

Mortar and Grout (Per Specimen)

Compression, 2" x 4" Mortar Cylinders: UBC Std. 24-22, ASTM C 109, each.....	\$35.00
Compression, 3" x 3" x 6" Grout Prisms: UBC Std. 24-22, ASTM C 942, each	\$35.00
Compression, 2" Cubes (set of 3 required)	\$35.00
Special Sample Preparation	\$75.00/hour

Masonry Prisms

Compression Test, Grouted Prisms (includes cutting): ASTM E 447; UBC 24-26.....	\$150.00
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Brick/Paving Units (Per Specimen)

Absorption and Saturation Coefficient: ASTM C 67/ASTM C 936.....	\$55.00
Compression Test: ASTM C 67/ASTM C 936.....	\$55.00

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STEEL

Reinforcing Bar Tests

Tensile and Bend Tests, #2 through #9: ASTM A 615\$115.00
 Tensile and Bend Tests, #10 through #18: ASTM A 615 Per Quote
 Unit Weight of Coating (Galvanized).....\$105.00

Structural Steel

Tensile and Bend Test (sample preparation not included).....\$115.00
 Machining Charges, per sample..... Cost plus 20%
 Unit Weight of Galvanized Coating\$110.00

Pipe

Tensile Test (sample preparation not included).....\$57.00
 Flattening Test (sample preparation not included)\$40.00

High Strength Bolts

Bolt; Nut and Washer Load and Hardness Suite Testing (Per Set)\$250.00

**MISCELLANEOUS CHARGES
FOR SPECIALTY EQUIPMENT**

Anchor or Bolt Pullout Test Equipment\$75.00/day
 Torque Wrench\$50.00/day
 Skidmore Device.....\$75.00/day

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete,

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the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Not Project Related

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, 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, subcontractors, representatives and/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 the WAL and grounds for immediate termination

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

Not Project Related

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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 and/or Services 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 Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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 #13-122

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)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 District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Not Project Related

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-122**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: See Attached List

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 1, 2013

Proper Name of Contractor: Earth Systems Southern California

Signature: Paul E. Mooney, VP.

By: Paul E. Mooney, Vice President

Its: _____



November 1, 2013

List of Employees of Earth Systems Southern California who have been through fingerprinting at Ventura County Sheriff's Department or the "Live Scan" process at other locations and found to not be convicted of any serious or violent felony as defined by Penal Code Sections 1192.7(c) and 667.5(c).

Richard M. Beard	Geotechnical Engineer
Patrick V. Boales	Engineering Geologist
Anthony P. Mazzei	Geotechnical Engineer
Paul E. Mooney	Engineering Geologist
Todd J. Tranby	Engineering Geologist

Not Project Related

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EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-122
SCOPE OF SERVICES – GEOTECHNICAL ENGINEERING

The Geotechnical’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

1. Borings:

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

2. Drilling and sampling methods and protection of property:

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

3. Percolation Testing:

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

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

4. Reports

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
 - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
 - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
 - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
 - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
 - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
 - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
 - Provide appropriate subsurface profiles of rock or other bearing stratum;
 - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
 - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
 - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
 - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
 - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
 - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
 - v. Subgrade modules for design of pavements or slabs.
 - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
 - vii. Stability of slopes.
 - viii. Seismic activity.
 - ix. Frost penetration depth and effect.
 - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
 - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
 - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

5. Construction Phase Services

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:

- A. Work plan and schedule for completion of services**
- B. Confirmation of completion of boring, drilling, sampling & testing activities**

DUE DATE

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**

D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

7. Accuracy Standards

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

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SCOPE OF SERVICES (PART 2 OF 2) – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. Qualifications and Special Inspection Services:

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.
- m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate.

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All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

- a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests
- Concrete Cylinders (ASTM C29)
 - Concrete Cores (ASTM C39)
 - Lightweight Concrete (ASTM C495)

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- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
 - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
- iv. Concrete Aggregate
 - Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
 - i. *Bars.* Size and spacing of bars.
 - ii. *Splices.* Location and length of splices.
 - iii. *Clearances.* Check clearances.
 - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
 - v. *Spacing tolerances.* Confirm spacing tolerances.
 - vi. *Steel Support.* Proper support of steel with ties.

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

6. Compression Testing:

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

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7. Mix Design Review:

- a. *Grout and Mortar Mixes*. The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms*. During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests*. Laboratory tests shall include:
 - i. *Masonry Compression Tests*
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 18|ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage - Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. *Steel Reinforcing*
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. *Concrete Aggregate*
 - Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

- a. The consultant's duties shall include the following:
 - i. Review mill test certifications of block and reinforcing steel.
 - ii. Inspect to determine size and spacing of dowels.
 - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
 - iv. Inspect proper lay-up of block units.
 - v. Inspect reinforcing steel prior to grouting.
 - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
 - vii. Inspect to determine proper consolidation of grout.
 - viii. Check that curing requirements are being followed.

9. Structural Steel:

- a. *Inspection Services*. The CONSULTANT shall provide inspection services for the following:
 - i. Field Welding
 - ii. High Strength Bolting
 - iii. Metal Decking
 - iv. Welded Stud Connectors
 - v. Fabrication Shop

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- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
 - ii. Hardness Test (ASTM A325)
 - iii. Tensile Strength (ASTM F606)

10. Reports

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

Not Project Related

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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-122

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Earth Systems Southern California ("Earth Systems")

Earth Systems has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of Earth Systems, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Earth Systems Southern California Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
 Project #13-122

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFV Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2013


PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	INSURER A: Hartford Fire Ins. Co.	19682
	INSURER B: American Automobile Ins. Co.	21849
	INSURER C: Lexington Ins. Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57CESOA2013	04/01/13	04/01/14	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	57JUNUO0049	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WZP81008532	04/01/13	04/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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		OTHER Professional Liability	013001511	12/19/12	12/19/13		\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
General Liability Excludes Claims Arising Out of the Performance of Professional Services.
RE: Master Agreement.
 Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers are additional insureds as respects to General and Automobile Liability per policy form wording. Such insurance is Primary & Non-Contributory with Severability of Interest clause. See attachments.

CERTIFICATE HOLDER Oxnard School District Attn: Lisa Cline, Asst. Superintendent, Business & Fiscal Services 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Oxnard School District

Attn: Lisa Cline, Asst. Superintendent,

Business & Fiscal Services

1051 South A Street

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

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

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

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: SCG, Inc., dba Earth Systems

Policy Number:57UUNUO0049

Policy Effective Dates: 04/01/13

Additional Insured:

SCHEDULE NAME OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS CONT: Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are “insureds”
 - c. Anyone liable for the conduct of an “insured”...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

- B. General Conditions - 5. Other Insurance
 - a. For any covered “auto” you own, this Coverage Form provides primary insurance. For any covered “auto” you don’t own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
 - c. Regardless of the provisions of paragraph a. above, this Coverage Form’s Liability Coverage is primary for any liability assumed under an “insured contract”.

Cross Liability Clause: SECTION V – DEFINITIONS

G. “Insured” means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

**EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. WAIVER OF SUBROGATION – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 8/26/15

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

Ratification of Work Authorization Letter #003 to Master Agreement #13-132 with Tetra Tech, Inc. (Cline/CFW)

On November 13, 2013, pursuant to a competitive prequalification process for construction professionals, the Board of Trustees approved a Master Agreement # 13-132 with Tetra Tech, Inc. to perform Environmental Services for facilities projects related to the Facilities Implementation Plan. The District established a fair, impartial rotation for the assignment of work to each of the companies that were prequalified to perform professional construction services of this nature.

The District is in the process of conducting due diligence for the acquisition of twenty (20) acres of land, located at the intersection of Doris Avenue and Patterson Road. During the initial investigation, a 10 inch high pressure gas line belonging to SCGC was identified beneath Teal Club Rd. Additionally, a 12 inch water line was also identified on Doris Avenue. The District, in consultation with CFW, recommends Ratification of Work Authorization Letter (WAL) #003 to TetraTech, Inc. to prepare a Pipeline Risk Analysis as required by the California Department of Education ("CDE") for site approval.

The Work Authorization Letter is related to and consists of:

Master Agreement **#13-132**
WAL **#003**
Consultant: **TetraTech, Inc.**
Date Issued: **7/28/2015**
Amount: **\$7,500.00**

The WAL is attached describing the scope of services requested from TetraTech, Inc. The proposal received from TetraTech, Inc. for the services is also attached for the Board's reference. The WAL calls for the preparation of a Pipeline Risk Analysis.

FISCAL IMPACT:

The Pipeline Risk Analysis Report service will be completed for a lump sum fixed fee of:

Seven Thousand Five Hundred Dollars and Zero Cents [\$7,500.00] to be funded from Measure "R"

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify WAL #003 under Master Agreement #13-132 with TetraTech, Inc.

ADDITIONAL MATERIAL(S):

- WAL #003, TetraTech, Inc.(1 page)
- Proposal M-2207, TetraTech Inc., dated 7/28/2015 (4 pages)
- Master Agreement #13-132, TetraTech, Inc.(36 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: Land Acquisition	DATE: 28-Jul-15
SITE NAME: Doris/Patterson New M.S. Academy Site	DSA # N/A
MASTER AGREEMENT #: 13-132	OPSC # N/A
WAL #: 003	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: TetraTech, Inc. Street: 5383 Hollister Ave., Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: (805) 681-3100

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

To conduct a Pipeline Risk Analysis of an existing Natural Gas Pipeline within the Teal Club Road Right-Of-Way, and a City of Oxnard water pipeline located within the Doris Avenue Right-Of-Way immediately north of the proposed New Academy Site. This Study is a California Department of Education (CDE) requirement for site approval, per California Code of Regulations (CCR), Title 5, Section 14010(h), and CDE Protocols.

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 28-Jul-15	COMPLETION DATE: 8-Sep-15
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FIXED FEE AMOUNT: Seven Thousand Five Hundred Dollars (\$7,500.00)

This fee amount is based upon Consultant's proposal dated 27-Jul-15 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT	CONSULTANT
(SIGNATURE)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Greg Grant	PREPARED BY:
P.O. # P15-02901	P.O. AMOUNT:
SOURCE OF FUNDS: <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER _____	
COST ID: 6160	

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:



July 27, 2015

M-2207

Mr. Greg Grant
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California 93035

Subject: Proposal to Perform a Pipeline Risk Analysis for Proposed New Academy Site Located in Oxnard, California

Dear Greg:

Tetra Tech, Inc. (Tetra Tech) is pleased to submit this proposal to conduct a pipeline risk analysis for the Oxnard School District's (OSD's) proposed New Academy Site. The proposed new 6th to 8th grade middle school academy would be constructed on a 20-acre agricultural site bordered by Teal Club Road, North Patterson Road, Doris Road, and North Ventura Road in the City of Oxnard, within the Teal Club Development. It is our understanding that one high-pressure Southern California Gas Company (SCGC) natural gas pipeline and one high-volume (12-inches or greater in diameter) City of Oxnard water pipeline are located within 1,500 feet of the proposed site, as follows:

- SCGC 10-inch diameter natural gas pipeline located south of the site within the Teal Club Road right-of-way. At the closest point, this pipeline is approximately 990 feet from the southern boundary of the proposed project site.
- City of Oxnard 12-inch diameter water pipeline, located within the Doris Avenue right-of-way immediately north of the site.

According to California Code of Regulations (CCR), Title 5, Section 14010(h), a proposed school site shall not be located within 1,500 feet of the easement of an above ground or underground pipeline that can pose a safety hazard as determined by a risk analysis study. Due to the proximity of the proposed school site to the identified high-pressure natural gas pipeline and high-volume water pipeline, the California Department of Education (CDE) will require that a risk analysis be completed as a condition of site approval.

A description of the proposed scope of work, cost, and schedule for the pipeline risk analysis is presented below.

1.0 SCOPE OF WORK

The scope of work for this project will include the following task.

TASK 1: PIPELINE RISK ANALYSIS

The scope of work for the pipeline risk analysis will involve: 1) obtaining information from the pipeline operators regarding construction details and operating characteristics of the subject high-pressure natural gas and high-volume water pipelines; 2) estimating risks associated with pipeline leak or rupture; and 3) identifying existing risk management measures and evaluating whether additional mitigation measures may be required to address identified hazards. The work will be conducted in accordance with California Department of Education (CDE) requirements, as set forth in the February 2007 *California Department of Education Guidance Protocol for School Site Pipeline Risk Analysis* (CDE Protocol).

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com



High-Pressure Natural Gas Pipeline

Information provided by SCGC indicates that the high-pressure natural gas pipeline is located approximately 990 feet from the proposed project site. Based on the pipeline characteristics and distance to the proposed school site boundary, a Stage 2 risk analysis, as described in the CDE Protocol, is proposed. A Stage 2 analysis utilizes engineering calculations to provide a conservative estimate of risks.

Information regarding pipeline construction and operating conditions obtained from SCGC will be used to complete the Stage 2 Pipeline Risk Analysis. Potential risks associated with pipeline leak and rupture incidents will be estimated based on: 1) identification of events that could lead to pipeline failure; 2) assessment of the probability of these events occurring; and 3) estimation of the consequences that could result from pipeline failure. Procedures set forth in the February 2007 CDE Protocol will be used to estimate the probability of a pipeline incident, complete the consequence analysis and estimate the risk of fatality at the proposed school site due to proximity to the subject natural gas pipeline. Existing risk management measures that are implemented by the pipeline operator to ensure public safety will be identified. The potential need for additional site-specific mitigation measures to address identified safety hazards will be evaluated.

During preparation of the risk analysis, if any additional high-pressure natural gas pipelines are identified within 1,500 feet of the proposed project site, the project team will immediately be notified. If additional pipelines are identified, the scope of work may need to be expanded.

High-Volume Water Pipeline

The risk analysis for the high-volume water pipeline will be based on a qualitative assessment of “worst case” conditions associated with full rupture of the subject pipeline. The estimated volumes of water that could be released in the event of pipeline failure, local topographic conditions and the configuration of any storm drainage facilities in the area of the underground pipeline will be used to estimate consequences associated with pipeline failure. The qualitative assessment will be based on a site inspection and reconnaissance of the high-volume water pipeline alignment.

The pipeline is located in a relatively flat open area and there do not appear to be any significant constraints to surface runoff in the vicinity of the pipeline that would cause a potential for severe flooding to occur on the project site in the event of a release of water due to pipeline rupture. Therefore, we do not believe that hydrologic modeling will be required to support the consequence analysis.

Risk management measures that the water pipeline operator has in place to ensure public safety will be identified. The potential need for additional site-specific mitigation measures to address safety hazards at the proposed school site will be evaluated. In the event that the pipeline risk analysis suggest a need for engineered mitigation measures to address risks associated with the subject high-volume water pipeline, the project team will immediately be notified of the potential need for a more in-depth engineering design assessment. During preparation of the risk analysis, if any additional high-volume water pipelines are identified in proximity to the proposed project site, the project team will immediately be notified and the scope of work may need to be expanded.

2.0 COSTING ASSUMPTIONS

The following assumptions were made for preparing our cost estimate for this project.

1. One pipeline risk analysis report will be prepared and this report will include our analysis of one high-pressure natural gas pipeline and one high-volume water pipeline.
2. One round of OSD review for the draft pipeline risk analysis report.



3. If additional high-pressure natural gas or high-volume water pipelines are identified within 1,500 feet of the proposed new school site during our risk analysis, the scope of work may need to be expanded.

3.0 KEY PROJECT PERSONNEL

Mr. Randy Westhaus is the Program Manager for Tetra Tech's School Services Program and will provide technical and management oversight for this project. Mr. Westhaus is a Registered Mechanical Engineer in California (California Certificate No. 25171) with over 35 years' experience in the environmental field. He has extensive managerial and technical experience performing Phase I ESAs, PEAs, pipeline risk analyses, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in Ventura County.

We plan to use J House Environmental, Inc. (JHE) as a subcontractor to assist us with this pipeline risk analysis. JHE has completed more than 100 projects including pipeline risk analyses, railroad safety studies, aboveground storage tank safety analyses, Phase I ESAs, PEAs, and removal actions for over 50 K-12 school districts throughout California since 2003. Tetra Tech has worked with JHE before on safety risk analyses (railroad safety study and pipeline risk analysis) for the Santa Maria-Bonita School District.

Ms. Jackie House (JHE) will assist Mr. Westhaus on this project. Ms. House is a Principal Geologist with over 24 years of experience. Her pipeline risk analysis projects for school districts in California include: Banning USD Pipeline Risk Analysis (2014); Gateway Community Charters Pipeline Risk Analysis (2012); Merced City School District Pipeline Risk Analysis (2011); Fowler USD Pipeline Risk Analysis (2011); Fresno USD Pipeline Risk Analysis (2011); Tulare COE Pipeline and Railroad Safety Risk Analysis (2010); Roseville JUHSD Pipeline Risk Analysis (2009); Liberty USD Pipeline Risk Analysis (2008); Alta Vista USD Pipeline Risk Analysis (2008); Fontana USD Pipeline Risk Analysis (2008); Kipp King High School Pipeline; Santa Maria-Bonita School District Railroad Safety Study and Pipeline Risk Analysis (2008); Brentwood USD Pipeline Risk Analysis (2008); Shiloh USD Pipeline Risk Analysis (2008); and Butte COE Pipeline Risk Analysis (2008), along with many others.

4.0 ESTIMATED PRICE AND SCHEDULE

Tetra Tech proposes to perform the agreed scope of services on a lump sum basis for \$7,500. This price will not be exceeded without your prior authorization. Our price estimate is based on an assumed level of effort. If additional out of scope services are requested, these will be billed on a time and materials basis. One round of OSD review was assumed for the price estimating purposes.

Tetra Tech is ready to start work on this project. Tetra Tech estimates that Task 1 can be completed within five to six weeks from receipt of the notice to proceed, assuming that the OSD will provide us the requested school site information in a timely manner, and review of the draft pipeline risk analysis report within a few days of receipt.

5.0 LIMITATIONS

Services performed by Tetra Tech under our contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same general area under the same general conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this proposal or in any subsequent report, opinion, or document.



TETRA TECH

6.0 CONTRACTUAL TERMS AND CONDITIONS

We propose to perform these services in accordance with Master Services Agreement (MSA) #13-132 between the OSD and Tetra Tech and the agreed scope of services in this proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following written authorization acknowledging your acceptance of this proposal.

If you have any questions regarding our proposal, please contact me at (805) 681-3101 or randy.westhaus@tetratech.com. We appreciate this opportunity to present our proposal for this very important school project.

Sincerely,

TETRA TECH, INC.

Randy T. Westhaus, P.E.
California Schools Director

cc: Campbell, J. (Tt SMX)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Tetra Tech, Inc.** (“Consultant”) with a business address at 5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111. 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 Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of 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 herein 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. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. 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.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in Exhibit **B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and 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 Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. 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 and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.
13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such

manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.

14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **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 or the WAL (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 Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **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 or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

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 or the WAL for a minimum of four 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 or the WAL.

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 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.

19. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of 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 payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL 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.

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.

20. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **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 and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:
- 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 WAL or the Services performed hereunder or the WAL.
 - 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.
22. **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 the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. 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 and the WAL.
- a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) 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 (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it [] does [X] does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

RTW (Initials)

23. **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, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

RTW (Initials)

24. **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 or the WAL, 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.
25. **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, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. 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 and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list 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; (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 and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. 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. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

RTW (Initials)

32. **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.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL 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
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Tetra Tech, Inc.
5383 Hollister Avenue, Suite 130
Santa Barbara, CA 93111
Attention: Randy Westhaus
T: (805) 681-3100
Email: randy.westhaus@tetrattech.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL 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 or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

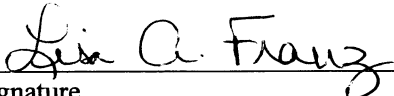
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

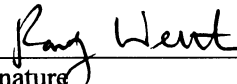
- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **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.

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

OXNARD SCHOOL DISTRICT:

TETRA TECH INC.:


Signature


Signature

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

Randy Westhaus / Director
Typed Name/Title

11-20-13
Date

10/31/13
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-4148514

Not Project Related

Project #13-132

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-132


WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-132

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:	COMPLETION DATE:	
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</p>		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT:	
(SIGNATURE) (DATE)	(SIGNATURE) (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____		
COST ID:		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-132

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Table 3
Estimated Costs to Provide Specific Services

Type of Service	Price Range
CEQA - Initial Studies	\$5,000 to \$15,000
CEQA - NDs/MNDs	\$15,000 to \$50,000
CEQA - Environmental Impact Reports	\$50,000 to \$250,000
Phase I ESA	\$1,800 to \$6,000
Preliminary Environmental Assessments	\$10,000 to \$200,000
Human/Ecological Health Risk Assessments	\$2,500 to \$11,000

- Not Project Related
 Project #13-132

**Table 4
Tetra Tech Time and Materials Rates
Oxnard School District
September 16, 2013**

Labor Category	Hourly Billing Rate
Vice President	\$221.00
Director	\$199.00
Professional Geologist/Associate Director	\$163.00
Principal-Level Engineer/Scientist	\$139.00
Principal-Level CEQA Specialist	\$160.00
Senior-Level CEQA Specialist	\$119.00
Mid-Level CEQA Specialist	\$89.00
Junior-Level CEQA Specialist	\$75.00
Senior-Level Geologist	\$106.00
Mid-Level Geologist	\$89.00
Junior-Level Geologist	\$75.00
Senior-Level Engineer/Scientist	\$102.00
Mid-Level Engineer/Scientist	\$92.00
Junior-Level Engineer/Scientist	\$75.00
Associate-Level Engineer/Scientist	\$67.00
Senior-Level Environmental Technician	\$96.00
Mid-Level Environmental Technician	\$88.00
Junior-Level Environmental Technician	\$67.00
Associate-Level Environmental Technician	\$58.00
Contract Management	\$133.00
Administration	\$73.00
Senior GIS Graphics/CADD	\$96.00
Graphics/CADD	\$92.00
Senior-Level Word Processing/Publications	\$85.00
Mid-Level Word Processing/Publications	\$76.00
Junior-Level Word Processing/Publications	\$51.00

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, 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, subcontractors, representatives and/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 the WAL and grounds for immediate termination

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

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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 and/or Services 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 Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. 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 a 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.

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

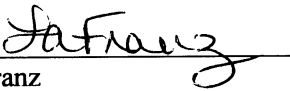
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)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 District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10/31/13

Proper Name of Contractor: Tetra Tech, Inc.

Signature: Randy Westhaus

By: Randy Westhaus

Its: Director

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
- The EIR shall include an analysis of the existing recreational facilities in the area of the project site.

- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

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

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the “Calendar” scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

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EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-132

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Tetra Tech, Inc. ("Tetra Tech")

Tetra Tech has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and Assistant Superintendent of Business Services, Lisa Cline.

By signing below, a representative of Tetra Tech, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

Tetra Tech, Inc. Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc. Date

Oxnard School District Date
Lisa Cline, Assistant Superintendent,
Business and Fiscal Services

- Not Project Related
- Project #13-132

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
 1901 Victoria Ave, Suite 106
 Oxnard, CA 93035
 ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: Project Name/Site
 PROJECT #: Project #
 PROJECT TYPE: New Const./Modernization
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

VENDOR NAME

SUBCONTRACTOR:
 PREPARED BY:
 EMAIL:
 PHONE #:
 FAX #:

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	FEE	0%	#VALUE!	0	#VALUE!	#VALUE!
2	COST ID	Base Contract - Re-imbursables	SCOPE OF WORK	RE-IMB	0%	#VALUE!	0	#VALUE!	#VALUE!
SUBTOTALS						#VALUE!	\$0.00	#VALUE!	#VALUE!

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

- Not Project Related
 Project #13-132

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied: inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values, % complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfvinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/30/2013

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 Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Tetra Tech, Inc. 1576 Sherman St., Suite 100 Denver CO 80203 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Insurance Co of the State of PA		19429
	INSURER C: Lexington Insurance Company		19437
	INSURER D: AIG Europe Limited		AA1120841
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570051834152** **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. **Limits shown are as requested**

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			GL5142623	10/01/2013	10/01/2014	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 327 52 65	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			TH1300027	10/01/2013	10/01/2014	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC15656017 WC15656011 WC15656012	10/01/2013 10/01/2013 10/01/2013	10/01/2014 10/01/2014 10/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Contractor Prof			028182375	10/01/2013	10/01/2014	Each Claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Project Number: 13-132. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Oxnard School District
 Attn: Lisa Cline
 1051 South A Street
 Oxnard CA 93030 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGH

Certificate No : 570051834152



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. GL 514 26 23

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013

forms a part of

Policy No. CA 327 52 65

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the Insurer.

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2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2013 forms a part of

Policy No. WC 1565 60 17

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

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2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 8/26/15

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

Participation per Public Contract Code §20118 – Oxnard School District for the Purchase and Installation of Commercial Carpet and Flooring (Cline/Franz)

Pursuant to Public Contract Code §20118, school districts may participate in outside purchasing agreements. Board permission is requested to participate in the Ventura County Community College District Bid #481 for the purchase and installation of Commercial Carpet and Flooring from Reliable Floor Covering. Said bid allows participation by other Governmental and Educational Entities.

FISCAL IMPACT:

Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve participation with the Ventura County Community College District Bid #481 for the purchase and installation of Commercial Carpet and Flooring from Reliable Floor Covering, for the performance term of the Ventura County Community College District's agreement.

ADDITIONAL MATERIAL(S):

Attached: None

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 8/26/15

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

Ratification of Change Order #1 for Marshall School Flooring Project, Bid #14-02 (Cline/Cross)

The District received Change Order #1 in the amount of \$44,828.00 from ProSpectra Contract Flooring, contractor for the Marshall School Floor Replacement Project.

The Project Architects, SVA, recommend approval of the work based on “unforeseen conditions of the concrete slab that was concealed by the existing flooring”. It was discovered that there exists a large amount of cracking in the concrete slab throughout the campus. Based on testing by both the contractor and the District, the slab has a high moisture content and the architect recommends “a suitable floor sealer product that will work within the parameters of the test results”. The cracks must be filled and sealed (waterproofed) with approved product before floor sealer can be applied to the concrete slab itself.

In order to not impede the progress of work by the contractor, it was necessary that the Assistant Superintendent, Business & Fiscal Services, approve and sign Change Order #1 on July 21, 2015. Change Order #1 is presented herewith for the Board’s ratification.

FISCAL IMPACT:

\$44,828.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Assistant Director, Facilities, that the Board of Trustees ratify Change Order #1 in the amount of \$44,828.00 for Bid #14-02 Marshall School Flooring Project with ProSpectra Contract Flooring.

ADDITIONAL MATERIAL:

Attached: Change Order #1 (2 Pages)
Architect Approval Letter (1 Page)
Agreement #14-225, ProSpectra Contract Flooring



CHANGE ORDER

Date: July 20, 2015

CHANGE ORDER NO. 1

PROJECT: *Marshall ES.*
O.S.D. BID No. *14-02*
O.S.D. Agreement No. *14225*

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

Ruben Hernandez
Account Manager
ruben.hernandez@spectracf.com
17405-B Valley View Ave
Cerritos, Ca 90703

ARCHITECT: SVA Architects
3 MacArthur Place, #850
Santa Ana, CA 92707

CONTRACTOR:



OFFICE 562.483.8517
MOBILE 661.373.7473
FAX 562.926.2387

Architects Proj. No.:
D.S.A. File No.:
D.S.A. App. No.:

Attn:

[REDACTED] WWW.SPECTRACF.COM

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	\$ 96,415.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	\$
ADJUSTED CONTRACT SUM	\$
NET CHANGE -	\$ 44,828.00
Total Change Orders to Date:	\$ 0
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.	\$ 141,243.00

Commencement Date: 6-25-15
 Original Completion Date: 9-11-15
 Original Contract Time: 48 DAY
 Time Extension for all Previous Change Orders:
 Time Extension for this Change Order:
 Adjusted Completion Date:

Representative

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	MOISTURE MITIGATION	✓			
2.					
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. _____ \$

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: Tom Bell

DATE: 7-20-15

CONTRACTOR: [Signature]

DATE: 7-20-15

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

ASST. DIR. OF FACILITIES: [Signature]

DATE: 7-21-15

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: Lisa Cline

DATE: 7-21-15

DSA APPROVAL

DATE: _____



July 27, 2015

Larry Cross
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Project: Marshall Elementary Flooring Repairs
SVA Project No. 2014-40175

Subject: Change Order Request #1
Floor sealer and crack repair products

Mr. Larry Cross,

SVA has received Change Order #1 on 7/20/2015 from ProSpectra Contract Flooring, totaling \$44,828.00 for concrete slab crack repairs and floor sealer.

SVA recommends approval of the work as a result of unforeseen conditions of the concrete slab that was concealed by the existing flooring. Due to the large amount of cracking and the high moisture content in the slab, based on the relative humidity testing by both the contractor and District, throughout the campus it was determined that the approved Koster product will be used to fill the cracks in the slab as well as be used to apply the floor sealer to the concrete slab.

After the floor sealer has been applied and any cracks in the concrete are still visible, the approved Ardex product will be used to fill in any additional voids from the cracks in the concrete.

SVA's review is limited to general scope of the work completed as invoiced.

Sincerely,

Tom Bardwell
Project Lead

CC: Larry Cross, OSD
Lisa Franz, OSD
Lisa Cline, OSD
Ruben Hernandez, ProSpectra Contract Flooring
Tom Bardwell, SVA Architects

SECTION 00310

AGREEMENT #14-225

THIS AGREEMENT is made this 3rd day of June, 2015, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **PROSPECTRA CONTRACT FLOORING**, hereinafter called the "Contractor", with a principal place of business located at 17405-B Valley View Ave., Cerritos, CA 90703.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

- 1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #14-02
Marshall School Floor Replacement Project

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

- 1.02 Contract Time.** Final completion of the work shall be achieved within **FORTY-EIGHT (48) CONSECUTIVE CALENDAR DAYS** beginning **JUNE 19, 2015 AND ENDING AUGUST 7, 2015**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.
- 1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of Ninety-Six Thousand Four Hundred Fifteen Dollars (**\$96,415.00**). The Contract Price is based upon the Contractor's Base Bid Proposal plus Additive Alternate #1. The District's payment of the Contract Price shall be in accordance with the Contract Documents.
- 1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
- 1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids
Instructions for Bidders
Bid Proposal
Subcontractors List
Non-Collusion Affidavit
Statement of Bidder's Qualifications
Bid Security
Agreement
Labor and Material Payment Bond
Performance Bond
Certificate of Workers Compensation


PWC-100 OSD Contractors Data Form
Drug Free Workplace Certification
Fingerprinting Certificate
DVBE Participation Goal
Guarantee
Project Forms
General Conditions
Special Conditions
Specifications
Drawings

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

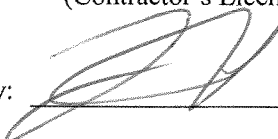
DISTRICT

OXNARD SCHOOL DISTRICT,
a California School District

By: 
Lisa Cline, Assistant Superintendent, Business &
Fiscal Services

CONTRACTOR

740392
(Contractor's License Number)

By: 
Name: Tom Pesacreta
Title: VP Sales
(Corporate Seal)

END OF SECTION

BOARD AGENDA ITEM

Name of Contributor: Dr. Vaca

Date of Meeting: 08-26-15

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

Employment Contract Amendment: District Superintendent

DESCRIPTION:

This board item amends the “Term” of the existing employment contract to extend the contract for the District Superintendent renewal term of four (4) years commencing July 1, 2015 and ending June 30, 2019.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the employment contract for the District Superintendent.

ADDITIONAL MATERIAL(S):

- Fifth Amendment to Employment Agreement

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND DR. CESAR MORALES, SUPERINTENDENT

This Fifth Amendment to the Employment Agreement (“Fifth Amendment”) is made and entered into this 26th day of August, 2015 between the Oxnard School District (“District”) and Dr. Cesar Morales, Superintendent (“Superintendent”). This Fifth Amendment amends the Employment Agreement entered into between the District and Superintendent effective July 1, 2015, as follows:

Article 1- TERM

- 1 TERM OF AGREEMENT: The District hereby employs the District Superintendent and the District Superintendent agrees to be employed as Oxnard School District Superintendent for a term of four (4) years commencing July 1, 2015, and ending June 30, 2019, subject to the terms and conditions set forth herein. For purposes of the automatic reelection provision of Education Code Section 35031, the term of this agreement shall be four (4) years.

For the Board of Trustees:

By: _____
Veronica Robles-Solis, Board President

Date of Acceptance: _____

Dr. Cesar Morales, Superintendent

BOARD AGENDA ITEM

Name of Contributor(s): Robin I. Freeman

Date of Meeting: 8/26/15

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

TITLE: Approval of Counselor Coordinator position (Counseling Program Grant)
(Freeman/Ridge)

DESCRIPTION:

To assist the Director of Pupil Services in leading the district’s counseling program in working toward the goals of the Elementary and Secondary Counseling Grant. The position is a grant funded position, with funding secured for three years.

The Counselor – Grant Program Coordinator position fills a vital role as an experienced advisor, coach, and mentor who will provide leadership, support and training to a team of licensed and/or certified school counselors. More specifically, the position manages, monitors, and facilitates the work responsibilities for school counselors. The position supports the counseling program by reviewing reports of team members, mentoring colleagues and supporting professional accountability in line with the Elementary and Secondary Grant Program. The Counselor – Grant Program Coordinator assumes the role of monitoring the progress of the district toward the goals and objectives of the Counseling Grant Program, as well as works directly with the Director of Pupil Services.

FISCAL IMPACT:

To be paid out of the Counseling Program Grant, not to exceed \$103,035 annually.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Counselor Coordinator position pending board approval of the Counseling Program Grant.

ADDITIONAL MATERIAL(S):

Attached: Job Description

HUMAN RESOURCES & SUPPORT SERVICES

Title: Counselor – Grant Program Coordinator

Bargaining Unit: OXNARD SUPPORT SERVICES ASSOCIATION

SALARY RANGE

\$78,108 - \$103,035 Annually

Qualifications:

1. A Master's Degree, with emphasis in education and counseling
2. Valid Pupil Personnel Credential
3. Valid California Driver's License
4. Any combination of three years teaching and/or Clinical Internship 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.

Description:

The Counselor – Grant Program Coordinator position fills a vital role as an experienced advisor, coach, and mentor who will provide leadership, support and training to a team of licensed and/or certified school counselors. More specifically, the position manages, monitors, and facilitates the work responsibilities for school counselors. The position supports the counseling program by reviewing reports of team members, mentoring colleagues and supporting professional accountability in line with the Elementary and Secondary Grant Program. The Counselor – Grant Program Coordinator assumes the role of monitoring the progress of the district toward the goals and objectives of the Counseling Grant Program, as well as works directly with Director of Pupil Services as Co-Director of the program.

Reports to: Director of Pupil Services

Job Goals: To assist the Director of Pupil Services in leading the district's counseling program in working toward the goals of the Elementary and Secondary Counseling Grant. The position is a grant funded position, with funding secured for three years.

Performance Responsibilities:

The **Counselor – Grant Program Coordinator** position works to support the Oxnard School District's grant program entitled the Elementary and Secondary Counseling Grant by:

1. Serving as the liaison between the school counselors and the Director of Pupil Services.
2. Providing leadership for the counseling programs.
3. Developing, planning, implementing, and promoting a comprehensive counseling program.
4. Understanding and implementing a restorative (versus zero tolerance) discipline approach.
5. Consistently reviewing and modifying the school counseling programs to best fit the needs of the school and the students.
6. Actively utilizing a variety of data to evaluate the needs of the school and of the individual students.
7. Planning and facilitating professional development for regular school counselor meetings.
8. Providing support for school counselors to deliver structured, goal-oriented prevention, intervention and responsive services to meet the identified needs of individuals or groups of students.
9. Acting as a resource for counselors, such as consulting on the solution of classroom behavior problems and conducting in-service programs for counseling staff.
10. Overseeing and promoting positive attendance practices for all students.
11. Advising other counselors in setting school-wide counseling objectives and parameters.
12. Supporting school counselors to oversee and maintain school counseling records.

13. Following District policies and procedures for District counseling services and coordinating relationships of such services to other departments.
14. Establishing and monitoring procedures for maintenance and use of students' permanent records.
15. Designing, coordinating and facilitating distribution of informational bulletins and publications related to the site-based comprehensive counseling program.
16. Serving on district committees that enhance counseling.
17. Maintaining an ongoing program of professional growth that satisfies credentialing, district requirements and personal expectations as a professional.
18. Contributing to decisions made by the district staff regarding implementation of the Counseling Grant Program.
19. Working in collaboration with the Director of Pupil Services to lead the Counseling Grant program
20. Planning and implementing the actions and strategies of the Counseling Grant Program.
21. Monitoring the progress of the district toward the goals and objectives of the Counseling Grant Program.
22. Working with district office personnel to plan and implement the Counseling Grant Program
23. Working directly with school site personnel to plan and implement the Counseling Grant Program
24. Designing creative solutions to complex problems and working to resolve conflict involving multiple stake holders with a solution-oriented approach.
25. Performing other duties as assigned during crises or emergency situations as determined by the Director of Pupil Services.

Terms of Employment:

The Counselor – Grant Program Coordinator will work 183 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 District Policy.

Evaluation:

The evaluation and assessment of performance of the Counselor will be conducted by the Director of Pupil Services for Oxnard School District, in accordance with the provisions of Education Code 44660-44665 and School District Board Policy.

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.

BOARD AGENDA ITEM

Name of Contributor(s): Robin I. Freeman

Date of Meeting: 8/26/15

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

TITLE: Approval of Counselor position- (Counseling Program Grant) (Freeman/Ridge)

DESCRIPTION:

The Counselor position – Grant Program will assist the Director of Pupil Services in leading the district’s counseling program in working toward the goals of the Elementary and Secondary Counseling Grant. The position is a grant funded position, with funding secured for three years.

The position fills a vital role as experienced advisor, coach, and mentor who will provide leadership, support and training to a team of licensed and/or certified school counselors. More specifically, the position manages, monitors, and facilitates the work responsibilities for school counselors. The position supports the counseling program by reviewing reports of team members, mentoring colleagues and supporting professional accountability in line with the Elementary and Secondary Grant Program.

FISCAL IMPACT:

To be paid out of the Counseling Program Grant, not to exceed \$103,035 annually.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Counseling Program Grant position pending board approval of the grant.

ADDITIONAL MATERIAL(S):

Attached: Job Description

HUMAN RESOURCES & SUPPORT SERVICES

Title: Counselor – Grant Program

Bargaining Unit: OXNARD SUPPORT SERVICES ASSOCIATION

SALARY RANGE

\$78,108 - \$103,035 Annually

Qualifications:

1. A Master's Degree, with emphasis in education and counseling
2. Valid Pupil Personnel Credential
3. Valid California Driver's License
4. Any combination of three years teaching and/or Clinical Internship 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.

Description:

The Counselor – Grant Program position fills a vital role as an experienced advisor, coach, and mentor who will provide leadership, support and training to a team of licensed and/or certified school counselors. More specifically, the position manages, monitors, and facilitates the work responsibilities for school counselors. The position supports the counseling program by reviewing reports of team members, mentoring colleagues and supporting professional accountability in line with the Elementary and Secondary Grant Program.

Reports to: Director of Pupil Services

Job Goals: To assist the Director of Pupil Services in leading the district's counseling program in working toward the goals of the Elementary and Secondary Counseling Grant. The position is a grant funded position, with funding secured for three years.

Performance Responsibilities:

The **Counselor – Grant Program** position works to support the Oxnard School District counselors within a program entitled the Elementary and Secondary Counseling Grant Program by:

1. Serving as the liaison between the school counselors and the Director of Pupil Services.
2. Providing leadership for the counseling programs.
3. Developing, planning, implementing, and promoting a comprehensive counseling program.
4. Understanding and implementing a restorative (versus zero tolerance) discipline approach.
5. Consistently reviewing and modifying the school counseling programs to best fit the needs of the school and the students.
6. Actively utilizing a variety of data to evaluate the needs of the school and of the individual students.
7. Planning and facilitating professional development for regular school counselor meetings.
8. Communicating and involving parents in the counseling process.
9. Providing support for school counselors to deliver structured, goal-oriented prevention, intervention and responsive services to meet the identified needs of individuals or groups of students.
10. Making provision to be available by appointment to consult and collaborate with school counselors, parents and other community members to increase the effectiveness of student education and promote student success.
11. Acting as a resource for counselors, such as consulting on the solution of classroom behavior problems and conducting in-service programs for counseling staff.
12. Providing opportunities for parent education programs.
13. Advocating for individual students and specific groups of students to ensure equal educational opportunities.
14. Collaborating and coordinating with school counselors in order to refer students and their families to appropriate specialists, programs, or outside agencies.

15. Overseeing and promoting positive attendance practices for all students.
16. Advising other counselors in setting school-wide counseling objectives and parameters.
17. Supporting school counselors to oversee and maintain school counseling records.
18. Following District policies and procedures for District counseling services and coordinating relationships of such services to other departments.
19. Establishing and monitoring procedures for maintenance and use of students' permanent records.
20. Designing, coordinating and facilitating distribution of informational bulletins and publications related to the site-based comprehensive counseling program.
21. Serving on district committees that enhance counseling.
22. Maintaining an ongoing program of professional growth that satisfies credentialing, district requirements and personal expectations as a professional.
23. Contributing to decisions made by the district staff regarding implementation of the Counseling Grant Program.
24. Collaborating with the Counselor – Grant Program Director to support the Counseling Grant Program objectives.
25. Performing other duties as assigned during crises or emergency situations as determined by the Director of Pupil Services.

Terms of Employment:

The Counselor –Grant Program will work 183 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 District Policy.

Evaluation:

The evaluation and assessment of performance of the Counselor will be conducted by the Director of Pupil Services for Oxnard School District, in accordance with the provisions of Education Code 44660-44665 and School District Board Policy.

Equal Opportunity:

The Oxnard School District's Governing Boards is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** August 26, 2015

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

TITLE: Establish/Abolish/Increase/Reduce Hours of Position

DESCRIPTION OF AGENDA ITEM:

Establish

an eight hour, 246 day District Translator, position number 7157, to be established in the Special Education department. This position will be established to assist with translating IEP's.

a three hour, 183 day Preschool Teacher, position number 7213, to be established in the Neighborhoods for Learning department. This position will be established to lead PACT activities.

a four hour, 183 day Paraeducator I, position number 7167, to be established at Brekke school. This position will be established to support TK/K classes.

a one hour, 183 day Paraeducator I, position number 7168, to be established at Brekke school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7169, to be established at Chavez school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7170, to be established at Curren school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7171, to be established at Driffill school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7172, to be established at Driffill school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7173, to be established at Elm school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7174, to be established at Harrington school. This position will be established to support TK/K classes.

a one hour, 183 day Paraeducator I, position number 7175, to be established at Harrington school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7176, to be established at Kamala school. This position will be established to support TK/K classes.

a two hour, 183 day Paraeducator I, position number 7177, to be established at Kamala school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7178, to be established at Lemonwood school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7179, to be established at Marina West school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7180, to be established at Marina West school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7181, to be established at Marshall school. This position will be established to support TK/K classes.

a two hour, 183 day Paraeducator I, position number 7182, to be established at Marshall school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7183, to be established at McAuliffe school. This position will be established to support TK/K classes.

a two hour, 183 day Paraeducator I, position number 7184, to be established at McAuliffe school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7185, to be established at McKinna school. This position will be established to support TK/K classes.

a two hour, 183 day Paraeducator I, position number 7186, to be established at McKinna school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7187, to be established at Ramona school. This position will be established to support TK/K classes.

a one hour, 183 day Paraeducator I, position number 7188, to be established at Ramona school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7189, to be established at Ritchen school. This position will be established to support TK/K classes.

a one hour, 183 day Paraeducator I, position number 7190, to be established at Ritchen school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7191, to be established at Rose Avenue school. This position will be established to support TK/K classes.

a one hour, 183 day Paraeducator I, position number 7192, to be established at Rose Avenue school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7193, to be established at Sierra Linda school. This position will be established to support TK/K classes.

a three hour, 183 day Paraeducator I, position number 7194, to be established at Sierra Linda school. This position will be established to support TK/K classes.

a four hour, 183 day Paraeducator I, position number 7195, to be established at Soria school. This position will be established to support TK/K classes.

a two hour, 183 day Paraeducator I, position number 7196, to be established at Soria school. This position will be established to support TK/K classes.

Abolish

a four hour, 183 day Instructional Assistant Bilingual, position number 2239, to be abolished in the Special Education department. This position will be abolished due to lack of work.

FISCAL IMPACT:

Cost for District Translator - \$69,731 Special Education

Cost for Preschool Teacher – \$18,920 NfL

Cost for Paraeducator I's - \$409,994.00 General

Savings for Instructional Assistant - \$21,265 Special Education

RECOMMENDATION:

Approve the establishment and abolishment, of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** August 26, 2015

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

TITLE: Personnel Actions (Vaca/Koch)

DESCRIPTION OF AGENDA ITEM:

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

RECOMMENDATION:

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

- Classified Personnel Actions
- Certificated Personnel Actions

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

Angela Adams	Teacher, Mathematics, Chavez	August 17, 2015
Maria Carmen Ayala	Teacher, 2 DLI, Soria	August 17, 2015
Jessie Blois	Speech/Language Specialist, Pupil Services	August 17, 2015
Adam Cahill	Teacher, Sp. Ed. Adaptive P.E., Pupil Services	August 17, 2015
Dawn M. Cassity	Teacher, Social Science, Chavez	August 17, 2015
Alejandra Cortez	Teacher, Mathematics, Kamala	August 17, 2015
Katie Crossett	Elementary Support Teacher, Lemonwood	August 17, 2015
Diane DeMars	Teacher, 4/5 SEI, Kamala	August 17, 2015
Mark DeRosa	Teacher, Social Science, Chavez	August 17, 2015
Kathryn M Earnest	Teacher, Special Education, Pupil Services	August 17, 2015
Gabriel Gonzales	Teacher, Science, Driffill	August 17, 2015
Gonzales Villalpando, Rae	Teacher, 4 SEI, Kamala	August 17, 2015
Christina Hartman	Teacher, Social Science, Lemonwood	August 17, 2015
Maureen Hayes	Teacher Physical Education, Kamala	August 17, 2015
Rhiannon Kingston	Teacher, Science, Kamala	August 17, 2015
Maleah N. Lopez	Teacher, 1 SEI, Driffill	August 17, 2015
Jodi McAulay	Teacher, Special Education M/S, Brekke	August 17, 2015
Maya Monserrate	Teacher, 3 SEI, McKinna	August 17, 2015
Daniela Moreno	Teacher, English Language Arts, Soria	August 17, 2015
Wilfredo Nerida	Teacher, Sp. Ed. Adaptive P.E., Pupil Services	August 17, 2015
June Palazzo	Resource Specialist, Lemonwood	August 17, 2015
Esteban Perez	Teacher, Social Science, Driffill	August 17, 2015
Brennan Pope	Teacher on Special Assignment, Kamala	August 17, 2015
Erica Ragan	Teacher on Special Assignment, Soria	August 17, 2015
Roberto R. Rodriguez	Teacher, Mathematics, Lemonwood	August 17, 2015
James R. Sisco	Teacher, 6 SEI, Haydock	August 17, 2015
Laura M. Uchiyama	Teacher, Special Education M/M, Harrington	August 17, 2015
Flavio Valdes	Teacher, Mathematics, Driffill	August 17, 2015
Steven C. Williams	Teacher, Physical Education, Driffill	August 17, 2015
Megan Young	Teacher, 5 SEI, Lemonwood	August 17, 2015
Peter Chapa	Substitute Assistant Principal, Lemonwood	August 13, 2015
Pamela Morrison	Substitute Assistant Principal, Lemonwood	August 10, 2015
Julia Villalpando	Substitute Assistant Principal, Kamala	August 10, 2015
Sharene Dunham	Substitute Teacher	2015/2016 School Year
Diana Figueroa	Substitute Teacher	2015/2016 School Year

August 26, 2015

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

Ingrid Davis	Kamala	September 14, 2015
Lynne M. Haavaldsen	Kamala	September 14, 2015
Karen Houle	Kamala	September 14, 2015
Maria Kirk	Kamala	September 14, 2015
Mary Lang	Brekke	August 24, 2015
Teresa Ann La Pata	Brekke	August 24, 2015
Erin Lynch	Brekke	August 24, 2015
Katie Norton	Brekke	August 24, 2015
Angelica Railey	Marina West	August 31, 2015

LEAVE OF ABSENCE

Sandra Synnes	Teacher, 4 SEI, Kamala	August 1, 2015 – July 29, 2016
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RESIGNATION

Cristina Aguirre	Teacher, Social Science, Chavez	August 6, 2015
Erin Ferrier	Teacher, 3 SEI, Marshall	July 23, 2015
Betsy Meyring	Assistant Principal, Lemonwood	August 12, 2015

RETIREMENT

Robert H. Hanawalt	Teacher, 3 TBE, Kamala	October 1, 2015
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CLASSIFIED PERSONNEL ACTIONS

August 26, 2015

New Hire

Bedolla, Jose	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./192 days	08/10/2015
Fick, Shauna	Health Care Technician, Position #7115 Pupil Services 7.0 hrs./183 days	08/17/2015
Fort, Wendy	Intermediate School Secretary (B), Position #384 Haydock 8.0 hrs./192 days	08/10/2015
Ingram, Jason	Child Nutrition Worker, Position #2139 Curren 4.5 hrs./185 days	08/13/2015
Johnson, Anthony	Accounting Specialist III, Position #846 Budget & Finance 8.0 hrs./246 days	07/27/2015
Minott Mitchell, Valerie	Chief Information Officer, Position #2106 Technology Services 8.0 hrs./246 days	07/20/2015
Ruckstuhl, Brenda	Library Media Technician, Position #2519 Harrington 5.0 hrs./190 days	08/12/2015

Limited Term

Alvarez Sanchez, Blanca	Paraeducator	08/03/2015
Medina, Miguel	Paraeducator	06/20/2015

Promotion

Jimenez, Victoria	Intermediate School Secretary (B), Position #7015 Chavez 8.0 hrs./192 days Preschool Assistant (B), Position #6360 McKinna 3.0 hrs./183 days	08/17/2015
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Increase in Hours

Iwamoto, Yoshiko	Child Nutrition Worker, Position #783 Marina West 5.5 hrs./185 days	08/13/2015
Moraga, Karen	Child Nutrition Worker, Position #783 Marina West 5.0 hrs./185 days Child Nutrition Worker, Position #782 Marina West 5.5 hrs./185 days Child Nutrition Worker, Position #782 Marina West 5.0 hrs./185 days	08/13/2015

Transfer

Gonzalez, Maria Irene	Administrative Assistant, Position #7098 Pupil Services 8.0 hrs./246 days School Office Manager, Position #225 Marina West 8.0 hrs./210 days	8/31/2015
Perez-Gutierrez, Maritza	Outreach Specialist (B), Position #1738 Elm 8.0 hrs./180 days Outreach Specialist (B), Position #2686 Ritchen 8.0 hrs./180 days	8/19/2015

In Lieu of Layoff

Gonzales, Celia	Migrant Education Recruiter, Position #7101 Migrant 8.0 hrs./246 days Migrant Education Recruiter, Position #2653 Migrant 8.0 hrs./246 days	07/01/2015
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August 26, 2015

Add Bilingual Stipend

Garibay Lopez, Luis Help Desk Support Technician, Position #2899 06/10/2015
Technology 8.0 hrs./246 days

Unpaid Leave of Absence

Hartman, Christina Library Media Technician, Position #2526 08/17/2015-08/17/2016
Soria 8.0 hrs./192 days
Hartman, Richard Custodian, Position #6449 07/09/2015-08/02/2015
Lemonwood 4.0 hrs./246 days

Resignation

Alcala, Carolina Paraeducator II, Position #2699 08/03/2015
Ed. Services 5.75 hrs./183 days
Carino-Alvarez, Maribel Library Media Technician, Position #635 08/17/2015
McAuliffe 5.0 hrs./190 days
Duran, Smith Preschool Teacher (B), Position #1496 07/29/2015
NfL 4.0 hrs./183 days
Hernandez, Maria R. Child Nutrition Worker, Position #2853 08/04/2015
Sierra Linda 5.0 hrs./185 days
Hurtado Alamilla, Ana Child Nutrition Worker, Position #2054 08/12/2015
Soria 5.0 hrs./185 days
Medina, Miguel Paraeducator II, Position #6177 06/19/2015
Pupil Services 5.75 hrs./183 days
Toscano, Teresa Speech Language Pathology Assistant, Position #2843 08/03/2015
Pupil Services 8.0 hrs./183 days

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 08-26-15

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

APPROVAL OF BOARD OF TRUSTEES/SUPERINTENDENT VISION & MISSION STATEMENTS AND GOALS & OBJECTIVES FOR 2015-2016

The following Goals & Objectives represent a collaborative process which indicates specific areas of focus for the 2015-2016 school years.

Vision Statement

“Empowering All Children to Achieve Excellence”

Mission Statement

“Ensure a Culturally Diverse Education for Each Student in a Safe, Healthy and Supportive Environment That Prepares Students for College and Career Opportunities.”

DISTRICT GOAL ONE:

All Students Will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students For College and Career Opportunities

➤ **Objectives:**

- 1.1 All students will demonstrate grade level reading proficiency.
- 1.2 All students will demonstrate grade level math proficiency.
- 1.3 All English Learners will demonstrate annual progress in English Proficiency in pursuit of Reclassification.
- 1.4 Schools will support Science Technology Engineering Arts and Mathematics (STEAM) through the development and implementation of a Strand Focus.
- 1.5 Ensure technology is used consistently as a tool to aid in student learning.

DISTRICT GOAL TWO:

Improve Communication With Parents, Community and Staff

➤ **Objectives:**

- 2.1 Develop a Strategic Communication Plan ensuring that all segments of the District’s stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency training and support Districtwide.
- 2.6 Develop plan to improve customer service Districtwide.

DISTRICT GOAL THREE:

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

➤ **Objectives:**

- 3.1 Increase enrollment capacity over time to accommodate projected growth.
- 3.2 Develop a collaborative working relationship with the City of Oxnard for planning and development purposes, sharing of facilities and joint use agreements.
- 3.3 Adopt three tiers of alternate funding to maximize the Facilities Implementation Program over time:
 - Basic Program: rely on local funding only – remaining Developer Fees and Capital Program Fund balances and Measure “R” proceeds – 2017
 - Enhanced Program: rely on the Basic Program, plus matching State Grants for Modernization (60/40) and New Construction (50/50) – 2027
 - Extended Program: rely on the Basic Program plus the Enhanced Program, plus State Financial Hardship Funding to provide the District’s local match share for Modernization and New Construction Grants – 2027

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Board of Trustees/Superintendent Vision and Mission Statement, and the Goals & Objectives for 2015-2016, as presented.

ADDITIONAL MATERIAL:

- PowerPoint Presentation

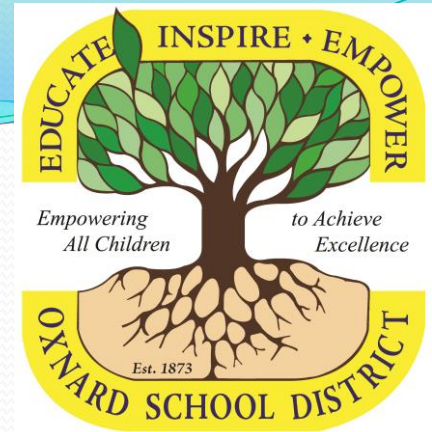
GOALS: *All Goals Listed Above*

OXNARD SCHOOL DISTRICT VISION STATEMENT



**“Empowering all Children
to
Achieve Excellence”**

August 26, 2015



OXNARD SCHOOL DISTRICT MISSION STATEMENT

**“Ensure a Culturally Diverse Education
for Each Student in a Safe,
Healthy and Supportive Environment
That Prepares Students for College and
Career Opportunities.”**

District Goal One:

All Students will Achieve High Academic Standards in a Nurturing, Creative and Technology Rich Learning Environment that Prepares Students for College and Career Opportunities

Objectives:

- 1.1 All students will demonstrate grade level reading proficiency.
- 1.2 All students will demonstrate grade level math proficiency.
- 1.3 All English Learners will demonstrate annual progress in English Proficiency in pursuit of Reclassification.
- 1.4 Schools will support Science Technology Engineering Arts and Mathematics (STEAM) through the development and implementation of a Strand Focus.
- 1.5 Ensure technology is used consistently as a tool to aid in student learning.

District Goal Two:

Improve Communication with Parents, Community and Staff

Objectives:

- 2.1 Develop a Strategic Communication Plan ensuring that all segments of the District's stakeholders are reached.
- 2.2 Promote school site accomplishments and programs.
- 2.3 Ensure parent participation in school and district meetings, advisory committees and School Site Councils.
- 2.4 Develop feedback loop opportunities for parents, community and staff.
- 2.5 Continue to implement Cultural Proficiency training and support Districtwide.
- 2.6 Develop plan to improve customer service Districtwide.

District Goal Three:

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

Objectives:

- 3.1 Increase enrollment capacity over time to accommodate projected growth.
- 3.2 Develop a collaborative working relationship with the City of Oxnard for planning and development purposes, sharing of facilities and joint use agreements.
- 3.3 Adopt three tiers of alternate funding to maximize the Facilities Implementation Program over time:
 - Basic Program: rely on local funding only – remaining Developer Fees and Capital Program Fund balances and Measure “R” proceeds – 2017
 - Enhanced Program: rely on the Basic Program, plus matching State Grants for Modernization (60/40) and New Construction (50/50) – 2027
 - Extended Program: rely on the Basic Program plus the Enhanced Program, plus State Financial Hardship Funding to provide the District’s local match share for Modernization and New Construction Grants - 2027

Board Agenda Item

NAME OF CONTRIBUTOR: Dr. Cesar Morales **DATE OF MEETING:** 08-26-15

COMMENDATION (From the Board)

- CLOSED SESSION** _____
- SECTION A: PRELIMINARY** _____
- SECTION B: HEARINGS** _____
- SECTION C: CONSENT** _____
- SECTION D: ACTION** _____ **X** _____
- SECTION E: REPORTS/DISCUSSION** _____
- SECTION F: BOARD POLICIES** _____

CSBA – Call for Nomination for Directors-at-Large African American, American Indian, and County

An opportunity is presented for the Board of Trustees to consider whether or not it wishes to nominate a representative for Directors-at-Large African American, American Indian, and County. The nomination for this position must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. All nomination materials must be postmarked no later than Friday, October 2, 2015.

FISCAL IMPACT: None

RECOMMENDATION:

It is recommended that the Board of Trustees consider the nomination of one of the OSD Trustees as a representative for Director-at-Large African American, American Indian, and County; and the nominee submit all of the required documents before the deadline of October 2, 2015.

ADDITIONAL MATERIAL:

- Packet from CSBA



July 31, 2015

TIME SENSITIVE, REQUIRES BOARD ACTION
DEADLINE Friday, October 2, 2015
Please deliver to all members of the governing board.

MEMORANDUM

TO: All Board Presidents and Superintendents
CSBA Member Districts and County Offices of Education

FROM: Jesús M. Holguín, President

SUBJECT: Call for Nominations for Directors-at-Large African American, American Indian, and County

Nominations for CSBA Director-at-Large African American, American Indian, and County are currently being accepted until **Friday, October 2, 2015**. Nomination forms and all information related to the election process are available online, please visit www.csba.org.

The elections will take place at CSBA's Delegate Assembly meeting at the Marriott Marquis San Diego Marina on December 2-3. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference.

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. (Please note: Only a CSBA member County Board of Education may submit a nomination for the Director-at-Large, County seat.)

The U.S. Postal Service postmark or email deadline for the nomination form and the required two letters of recommendation is **Friday, October 2**.

A valid nomination includes the following:

- **Nomination form:** A completed, signed and dated nomination form. *It is the responsibility of the nominating board to first obtain permission from the nominee prior to submitting his or her name.*
- **Two letters of recommendation:** (one page, single-sided)
 - 1) CSBA member district or county office of education (COE) board
A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."
 - 2) Individual board member from a CSBA member district or COE
 - 3) Board member organization

Candidate Form: A signed and dated candidate form completed by the nominee is due to CSBA by **Friday, October 9**. *(The candidate form and two letters of recommendation will be printed in the Delegate Assembly agenda packet exactly as submitted.)*

For further information, please contact the Leadership Services department at 800-266-3382.

2015 Director-at-Large, African American, American Indian, and County Nomination Form



(Please submit a separate nomination form for each nominee.)

The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. **(*Only a CSBA member board of a County Board of Education may submit a nomination for the Director-at-Large, County seat.)** The U.S. Postal Service postmark or email deadline for the nomination form and the required two letters of recommendation is **Friday, October 2, 2015.**

Two letters of recommendation are required to be submitted with this nomination form.

The governing board of the _____ School District or
County Office Board of Education voted to nominate _____
(Nominee name)
as a candidate for the following Director-at-Large position: *(please indicate)*

- Director-at-Large, African American
- Director-at-Large, American Indian
- Director-at-Large, *County

The nominee is a member of the _____ School District or
County Office Board of Education, which is a member of CSBA. The nominee has given
permission to be nominated.

Signature of the Board Clerk or Board Secretary

Date

Please return the nomination form and two letters of recommendation to:

Jesús M. Holguín, President
California School Boards Association
3251 Beacon Blvd. | West Sacramento, CA 95691

Or Email to: jholguin@mvusd.net and lgosselin@csba.org



2015 Director-at-Large, African American, American Indian, and County Candidate Form

Due: Friday, October 9, 2015 (U.S. Postmark or email – jholguin@mvusd.net and lgosselin@csba.org)

This signed and dated candidate form must be completed in the spaces provided. An optional, single-sided, one-page résumé may also be submitted. Please do not state "See résumé" in the spaces below. Only this **two-page form and a one-page, single sided résumé, if submitted**, will be printed in the Delegate Assembly meeting agenda.

I am nominated for: (please check one) Director-at-Large, African American Director-at-Large, American Indian Director-at-Large, County

Name: _____ Region: _____

District or COE: _____ Years on board: _____ ADA: _____

Contact Number: _____ E-mail: _____

1. CSBA’s Board of Directors is the governing body for the Association. What do you see as CSBA’s greatest strength as an organization and what can the Board of Directors do to make it even stronger?

2. Given the governing roles and responsibilities for the Board of Directors to set direction and provide leadership, please describe the skills and experiences you would bring to the Board.

3. What is one characteristic that you believe every leader should possess?

4. What do you see as the biggest challenge facing governing board members and how can CSBA help?

5. Please provide any additional information about yourself for the Delegate Assembly to consider regarding your candidacy.

Your signature indicates your consent to have your name placed on the ballot and to serve, if elected.

Signature

Date



**EXECUTIVE COMMITTEE, BOARD OF DIRECTORS
&
DELEGATE ASSEMBLY**

2016 MEETING CALENDAR

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
JAN 28	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
JAN 29-31	FRI-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAR 18	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
MAR 19-20	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 12	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 13	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 14-15	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 16	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 17-18	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
NOV 28	MON	EXECUTIVE COMMITTEE	SAN FRANCISCO
NOV 29	TUES	BOARD OF DIRECTORS	SAN FRANCISCO
NOV 30-DEC 1	WED-TH	DELEGATE ASSEMBLY	SAN FRANCISCO
DEC 1-3	THUR-SAT	ANNUAL CONFERENCE	SAN FRANCISCO



**EXECUTIVE COMMITTEE, BOARD OF DIRECTORS
&
DELEGATE ASSEMBLY**

2017 MEETING CALENDAR

<u>DATE</u>	<u>DAY(S)</u>	<u>MEETING</u>	<u>LOCATION</u>
FEB 3	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
FEB 4-5	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAR 31	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
APR 1-2	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
MAY 18	THUR	EXECUTIVE COMMITTEE	SACRAMENTO
MAY 19	FRI	BOARD OF DIRECTORS	SACRAMENTO
MAY 20-21	SAT-SUN	DELEGATE ASSEMBLY	SACRAMENTO
SEPT 22	FRI	EXECUTIVE COMMITTEE	SACRAMENTO
SEPT 23-24	SAT-SUN	BOARD OF DIRECTORS	SACRAMENTO
NOV 27	MON	EXECUTIVE COMMITTEE	SAN DIEGO
NOV 28	TUES	BOARD OF DIRECTORS	SAN DIEGO
NOV 29-30	WED-TH	DELEGATE ASSEMBLY	SAN DIEGO
NOV 30-DEC 2	TH-SAT	ANNUAL CONFERENCE	SAN DIEGO

Board of Directors

Roles and responsibilities

Members of the Board of Directors establish the vision, mission and goals for the association, and ensure that association activities and programs remain focused on those goals and the issues identified in CSBA's Policy Platform. The Board of Directors has the following powers and duties:

Statewide leadership

- › Adopts the vision, mission and goals of the association, and annually reviews progress toward achieving them.
- › Adopts final positions and policies that are consistent with the Policy Platform. Interim positions on statewide initiatives may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Adopts final positions on legislation that are consistent with the Policy Platform. Final positions on legislation may also be adopted when the Policy Platform is silent on the issues but only after a reasonable effort has been made to obtain input from the Delegates between Delegate Assembly meetings.
- › Provides advocacy on behalf of children, public education, local boards and the association.
- › Serves on Board of Directors and other standing committees, councils, task forces and focus groups.
- › Receives reports and updates on major programs, consistent with the vision, mission and goals of the association.

Regional and constituency leadership

- › Provides two-way communication with Delegate Assembly members and local board members.
- › Supports and participates in the association's activities and events.

Corporate responsibilities

- › Adopts the association's budget.
- › Adopts the association's Standing Rules.
- › Receives reports on corporate operations.
- › Approves the hiring and terms of employment of the executive director, upon recommendation of the Executive Committee.
- › Comments annually on the performance, and acts on the contract of the executive director, upon recommendation of the Executive Committee.
- › Abides by the Code of Ethics, Conflict of Interest Policy, and Whistleblower Policy as adopted by the Board of Directors and included in the association's Policy Statements.

Source: CSBA Bylaws, Article IV, Section 1. 11/12



Board of Directors

Guiding principles of governance

Exceptional boards add significant value to their organizations, making a discernible difference in the fulfillment of their mission. Good governance requires the board to balance its role as an oversight body with its role as a force supporting the organization. The difference between responsible and exceptional boards lies in thoughtfulness and intentionality, action and engagement, knowledge and communication. The following twelve principles, as prioritized by the CSBA Board of Directors, provide a vision of what is possible and a way to add lasting value to the association.

Strategic thinking

We allocate time to what matters most and continuously engage in strategic thinking to set CSBA's direction. We use our vision, mission, goals, core values and strategic priorities to drive meeting agendas, work with Delegates and constituent groups, improve board leadership and evaluate the executive director.

Results-oriented

We are results-oriented. We measure the progress toward CSBA's vision, mission and goals and evaluate the performance of major programs, products and services.

Intentional board practices

We purposefully organize our Board structure to fulfill essential corporate and leadership duties and activities and to support and adopt CSBA's priorities. Making governance intentional, not incidental, we invest in structures and practices that can be thoughtfully adapted to changing circumstances.

Mission driven

We shape and uphold the mission, articulate a compelling vision, and ensure the congruence between decisions and core values. We treat questions of mission, vision and core values as statements of crucial importance to be explored and incorporated into deliberations.

Culture of inquiry

We establish a culture of inquiry, mutual respect and constructive debate that leads to sound decision making. We seek information, question assumptions and challenge conclusions so that we may advocate for solutions based on analysis.

Transparency

We promote transparency by ensuring that members of the Board have equal access to relevant information including finances, operations and results.

Continuous learning

We embrace the qualities of a continuous learning organization, evaluating our own performance and assessing the value we add to CSBA. We embed learning opportunities into routine governance work and activities outside of board meetings.

Board development and renewal

We improve the performance of the Board by mentoring and training Directors, and by encouraging diverse membership and perspectives. We thoughtfully consider how turnover impacts the Board and foster discussion about succession planning that strengthens the leadership of CSBA.

Independent-mindedness

We value independent thinking. We base our votes on personal examination of the facts, full and rich discussion at the board table, in consultation with other Delegates, board members and stakeholders. We are non-partisan. We operate using democratic principles and consensus.

Standards of integrity

We promote strong ethical values by establishing appropriate mechanisms for active oversight. We put statewide interests above local or personal benefit when making decisions.

Sustaining resources

We link our visions and plans to financial support, expertise and networks of influence. Linking budgeting to strategic planning, we approve activities that can be realistically financed with existing or attainable resources, while ensuring that CSBA has the infrastructure and internal capacity it needs.

Constructive partnership with the executive director

We govern in a constructive partnership that is built on trust, candor, respect and honest communication. The effectiveness of the Board and executive director are interdependent.

Adapted and modified from The Source (2005). Twelve Principles of Governance That Power Exceptional Boards. Washington, D.C.: Board Source. | Adopted June 29, 2008



Board of Directors

Core Values

Focus

We will concentrate our efforts on CSBA's vision, mission and goals.

Commitment to public education

We will be a visionary Board in driving the public education agenda. Our proactive and innovative actions will foster and advance the educational experiences of all students by supporting the governing boards of member districts and county offices that serve them.

Integrity and trustworthiness

We will act with integrity and trustworthiness in our decisions, actions and interactions with others. We will conscientiously endeavor to maintain a non-judgmental and open-minded environment where individuals are respected for their diverse contributions.

Leadership

We will demonstrate commitment, passion and leadership to our members. We will provide the resources needed to empower them to action. We will model leadership by participating in CSBA activities, advocacy, and collaboration with and outreach to other organizations.

Action, results and accountability

We will concentrate our individual and collective efforts on results by ensuring our actions are focused and coordinated toward defined and measurable outcomes. We are accountable to the Delegate Assembly, and by extension, to the member districts and county offices we serve.

Adopted June 29, 2008



Frequently Asked Questions Director-at-Large Nominations & Elections

- Which Director-at-Large position is up for election in 2015? The Directors-at-Large African American, American Indian, and County are elected in 2015.
 - Who can run for Directors-at-Large, African American and American Indian? Any member of a district or county office of education board that is a member of CSBA.
 - Who can run for Directors-at-Large, County? Only members from a CSBA member county office of education board.
 - Who can **nominate** the Directors-at-Large, African American and American Indian? Any district board or county office of education whose board is a member of CSBA.
 - Who can **nominate** the Directors-at-Large, County? Only a county office of education whose board is a member of CSBA.
 - What are the required meetings?
 - **All Board meetings:** (approximately five are held per year) - in late January or early February (Saturday and Sunday), March (Saturday and Sunday), May (Friday), and September (Saturday and Sunday). In late November/early December the Board meeting is held in the city that is host to the CSBA Annual Education Conference and Trade Show immediately preceding the Delegate Assembly meeting.
 - **Delegate Assembly meetings:** (two per year in conjunction with the May and November/December Board meetings)
 - What is the term for Directors-at-Large? Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference and Trade Show.
 - What does a valid nomination consist of?
 - 1) A completed, and signed nomination form certifying that the nominee has consented to be nominated, is **due October 2**.
 - 2) Two letters of recommendation **due October 2:**
 - a) One page, single-sided
 - b) From member boards (***A letter submitted by a member board, if signed by the Superintendent, must state in the letter "on behalf of the board."***)
 - b) From individual board members from CSBA member districts or COEs
 - c) From a board member organization
- Nominees must submit to CSBA a signed and completed candidate form by **Friday, October 9**.
- May the same board that nominates also submit a letter of recommendation? Yes.
 - When is the nomination form and two letters of recommendations due to CSBA? **The deadline to submit by** U.S. Postal Service postmarked or Email is **Friday, October 2**.
 - Where do I return the completed nomination form, two letters of recommendation, and candidate form? You may submit by US Postal Service: ATTN: CSBA President, California School Boards Association | 3251 Beacon Blvd. | West Sacramento, CA 95691; Or by Emailing: jholguin@mvusd.net and lgosselin@csba.org
 - When and where are the elections held? The elections will take place on December 2-3 at CSBA's Delegate Assembly meeting at the Marriott Marquis San Diego Marina.

For additional information, please contact Leadership Services at (800) 266-3382.

BOARD AGENDA ITEM

Name of Contributor(s): **Dr. Jesus Vaca**

Date of Meeting: **August 26, 2015**

- 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 _____

Approval and Public Notice of Intent to Employ Sarah Lepe in an Administrative Position on the Basis of an Experience Waiver (Vaca)

As part of 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 services experience to qualify for an initial Preliminary Administrative Services Credential (PASC) or Certificated of Eligibility (CE).

The Recommendation Form (41-REC ADMIN), is to be completed by a California public school employer and a Commission-approved Preliminary Administrative Services program for candidates with three to five years of teaching and/or services experience.

The District conducted a diligent search for a suitable credentialed administrator. The above-mentioned candidate ranked second on the community interview panel ranking sheet for Assistant Principal, followed by a strong cabinet interview.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees approve Recommendation Form (41-REC ADMIN) affirming the District's intent to employ Sarah Lepe in an administrative position, on the basis of an experience waiver.

ADDITIONAL MATERIAL(S):

Recommendation Form (41-REC ADMIN) (1 Page)

DISTRICT GOAL(S):

Goal Two: Create an Environment of Cultural Proficiency in our Classrooms, in the Workplace, and in the Community that Promotes a Healthy, Safe, Diverse, and Inclusive Educational Environment



RECOMMENDATION FORM (41-REC ADMIN)

This form is to be completed by a California public school employer and a Commission-approved Preliminary Administrative Services program for candidates with three to five years of teaching and/or services experience. Submit the form to the Commission with the 41-4 application form, appropriate fees, and supporting documentation as appropriate.

Name of Applicant Sarah E. Lepe SSN: _____
First Middle Last

Employing Agency Oxnard School District
Name of Employing Agency

County/District/CDS Code 56-72538

Beginning Date of Service as an Administrator July 1, 2015

By submitting this form, the employing agency named above verifies that items 1-3 have been completed:

1. A diligent search has been conducted for a suitable credentialed administrator, but no suitable fully credentialed individual is available for employment.
2. Mentoring and support will be provided to the individual until he/she has a total of five years of full-time teaching, services, and/or administrative experience.
3. Individual possesses an appropriate, valid clear or life teaching or services credential.

Employing Agency Certification

This section must be signed by the District/County Superintendent, Personnel Administrator, NPS/NPA or Charter School Administrator, or Designee.

I certify under penalty of perjury that the information provided in the section above is true and correct.

Signature _____
[Handwritten Signature]

Name and Title (please print) Dr. Jesus Vaca, Assistant Superintendent Human Resources and Support Services

Date July 22, 2015 Email Address jvaca@oxnardsd.org

Approved Preliminary Administrative Services Program

As the authorized representative of the recommending authority, I have reviewed the applicant's credential application, preparation, and/or experience and certify that the applicant has completed the requirements checked below for a Preliminary Administrative Services Credential:

- Baccalaureate or higher degree
- Basic Skills Requirement
- Professional Preparation Program
- Meets the standards outlined in the California Professional Standards for Education Leaders (CPSEL)

Completion Date of Program _____

Authorized Signature _____ Date _____

Name and Title _____

Contact Phone Number _____ Email Address _____

BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 8/26/15

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

CONSIDER APPOINTMENT OF CSDA DESIGN GROUP AS ARCHITECT OF RECORD FOR THE MARSHALL NEW CLASSROOM BUILDING PROJECT OF THE MEASURE "R" FACILITIES IMPLEMENTATION PROGRAM AND APPROVAL OF THE ATTACHED AGREEMENT #15-89 FOR ARCHITECTURAL SERVICES WITH CSDA DESIGN GROUP, AND THE PROPOSED PROJECT DESIGN (Cline/CFW)

During the April 15, 2015 regular meeting of the Board of Trustees, a Facilities Implementation Program presentation was conducted to present three (3) options for the accommodation of an increasing student population in grades 6 through 8. The Board of Trustees directed the District to move forward with the development of a 2-story, 12 classroom building to be built on the Marshall Elementary School site, designed to have an exterior appearance consistent and complementary to the existing campus. A final budget and project description was included within the June 2015 Semi-Annual Implementation Program Update, adopted by the Board on June 24, 2015. The adopted budget of \$8,097,558 includes the total soft and hard construction costs anticipated as well as a project contingency.

Pursuant to District direction, CFW, Inc. distributed a Request for Proposals to the District's six (6) pre-qualified architectural firms impanelled for the Facilities Implementation Program. Proposals were received from each of the six (6) firms on Friday, July 17, 2015. Subsequent interviews of each architectural firm were conducted by a panel of District Administration and CFW representatives on Friday, July 24, 2015.

Upon conclusion of the six presentations, and after consideration of the concepts presented, the determination was made to recommend that the Board appoint CSDA Design Group as the Architect of Record for the Marshall New Classroom Building Project. CSDA has an accomplished track record of similar projects that align with the goals set forth within the Project, and they have demonstrated the commitment and capacity to complete the design on budget and on schedule.

FISCAL IMPACT:

The contract provides for the provision of Architectural Services related to the Marshall New Classroom Building Project for the Basic Services Fee of:

Four Hundred Sixty Two Thousand Seven Hundred Fifty Dollars (\$462,750.00);

Plus an additional reimbursable allowance for approved expenses of:

Thirty Thousand (\$30,000.00);

For a total contract amount not to exceed:

Four Hundred Ninety Two Thousand Seven Hundred Fifty Dollars (\$492,750.00)

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees appoint CSDA Design Group as Architect of Record for the Marshall New Classroom Building Project of the Measure "R" Facilities Implementation Program and that the Board of Trustees approve the attached Agreement #15-89 for Architectural Services with CSDA Design Group, and the proposed project design & site layout.

ADDITIONAL MATERIAL(S):

- Architectural Services Agreement #15-89 (75 pages)
- Attachment "A" Vision and Specs (15 pages)
- CSDA Design Group: Presentation of Proposed Design (29 pages)

GOALS:**DISTRICT GOAL 5:**

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

AGREEMENT #15-89 FOR ARCHITECTURAL SERVICES

BETWEEN

CSDA DESIGN GROUP

AND

OXNARD SCHOOL DISTRICT

AUGUST 26, 2015

FOR

MARSHALL SCHOOL 12 CLASSROOM BUILDING

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **26th** day of **August, 2015** by and between **CSDA Design Group**, an architectural firm that employs architects licensed to work in the State of California (collectively and individually, the “**Architect**”), with a business address at 4061 Glencoe Avenue, Suite “B”, Marina Del Rey, CA 90292 and the Oxnard School District, a California public school district (“**District**”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Architect are sometimes individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below (the “**Project**”) and, in connection with the Project, requires the services of a duly qualified and licensed architect.

WHEREAS, the Architect represents that its employees are licensed to practice architecture in the State of California, as appropriate, and that the Architect is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that the Architect provide professional services pursuant to this Agreement, under the management and oversight of the District’s Representative, in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1** **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
 - 1.1.1** “**Addendum**” shall mean written or graphic information (including without limitation Drawings and Specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
 - 1.1.2** “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by the Architect pursuant to a written request by the District.
 - 1.1.3** “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
 - 1.1.4** “**Architect**” shall mean the architectural firm listed in the first paragraph of this Agreement.

- 1.1.5 “Architect Consultant”** shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide Services for the Project.
- 1.1.6 “Architect’s Supplemental Instruction” or “ASI”** shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure
- 1.1.7 “As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “Basic Fee”** shall mean the compensation provided to the Architect for providing Basic Services.
- 1.1.10 “Basic Services”** are described in Exhibit B and shall consist of (i) the professional design services, including but not limited to landscape and irrigation design, architectural, civil, structural, mechanical, plumbing (including fire sprinklers), acoustical, food service, audio and visual design, electrical services, a SWPPP for the Project, and LEED services as required to complete the Project; (ii) preparing educational specifications for the Project; and (iii) preparing and/or signing documentation required to obtain funding from any program administered by the State of California.
- 1.1.11 “Bid”** shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “Bidder”** shall mean the person or entity submitting a Bid.
- 1.1.14 “BIM” or “Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “CDE”** shall mean the California Department of Education.
- 1.1.16 “Change Order” or “CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.17 “Change Order Request” or “COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the District and the Contractor.

- 1.1.18** “CHPS” shall mean Collaborative for High Performance Schools.
- 1.1.19** “**Construction Budget**” shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.20** “**Construction Cost**” shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.21** “**Construction Documents**” shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.22** “**Construction Manager**” shall mean and refers to any professional or consultant retained by the District to plan, direct and coordinate the construction of the Project.
- 1.1.23** “**Construction Document Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.24** “**Construction Phase(s)**” shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.25** “**Constructability Review**” shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.26** “**Contractor**” shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.27** “**Contractor Payment Application**” shall mean a Contractor’s written request for payment for completed portions of the work and for materials delivered or stored by the Contractor.
- 1.1.28** “**Design Bid Build**” shall mean a project delivery method defined by the following characteristic – design and construction are separate contracts.
- 1.1.29** “**Design Development Phase**” shall have the meaning set forth in Exhibit B.
- 1.1.30** “**District**” shall mean the Oxnard School District.
- 1.1.31** “**District Design Standards**” shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.

- 1.1.32 “District’s Representative”** shall mean the District’s Superintendent and/or, Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, and/or Program Manager or any authorized designee of those officers.
- 1.1.33 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.34 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.35 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.36 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.
- 1.1.37 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project determined by the District and the lease-leaseback entity when the Lease-Leaseback delivery method is used and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.38 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.39 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.40 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.41 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.42 “MOU”** shall mean a memorandum of understanding.
- 1.1.43 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.44 “OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.45 “Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in this Agreement.
- 1.1.46 “Potential Change Order” or “PCO”** shall mean a written document before it has been approved and effected by the Contractor and the District.

- 1.1.47 “Principal(s)”** shall mean individual(s) who are participating owners of the Architect and are authorized to act on behalf of the firm.
- 1.1.48 “Project”** shall mean the project described hereinafter in Section 3.
- 1.1.49 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each Construction Phase.
- 1.1.50 “Project Director”** shall mean, with reference to the Architect, a licensed, experienced and well trained professional employed by Architect and fully authorized to represent the Architect in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind the Architect to any commitments made on the Architect’s behalf in connection herewith.
- 1.1.51 “Program Manager”** shall mean the District approved program management firm, Caldwell Flores Winters, Inc., the primary District Representative and Project Manager for the Project.
- 1.1.52 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.53 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.54 “Primavera Contract Management System” or “CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.55 “Request for Information” or “RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.56 “Re-Use of Plans” or “Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.57 “SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.58 “Schematic Design Phase”** shall have the meaning set forth in Exhibit B.
- 1.1.59 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that the Architect is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in **Exhibit B** hereto, including any Additional Services required of the Architect hereunder.
- 1.1.60 “Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that

site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval is maintained.

1.1.61 “SWPPP” shall mean Storm Water Prevention and Pollution Plan.

1.1.62 “Time Impact Analysis” or “TIA” shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.

1.2 **INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2

EMPLOYMENT OF ARCHITECT

2.1 **EMPLOYMENT OF ARCHITECT.** The District hereby retains the Architect, pursuant to California Government Code, Title 1, Division 5, Chapter 10.1 and Section 53060 thereof, to perform, for consideration and upon the terms and conditions set forth herein, all Services required to complete the Project, as may be hereafter amended in an expeditious, safe and satisfactory manner. The Architect hereby accepts such retention and commits to perform all the Services required to complete the Project in a professional and conscientious manner in accordance and consistent with typical industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by the Architect; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) the Architect's review of submissions to the Architect from the District, or authorities having jurisdiction over the Project.

2.2 **PROJECT DIRECTOR AND OTHER EMPLOYEES.** The Architect shall appoint and designate one State of California licensed architect to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on the Architect's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of the Architect for all purposes under this Agreement.

2.3 **ARCHITECT COVENANT AGAINST CONTINGENT FEES.** The Architect warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3

THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement that require Services to be provided by the Architect described more fully on Exhibit A.

SECTION 4

SERVICES

- 4.1 BASIC SERVICES.** The Basic Services, deliverables and submittals required under this Agreement are described in **Exhibit B**. Terms used in Exhibit B shall have the same meaning as those terms are defined in the Agreement. The Basic Services are divided into Phases, such as planning programming phase, schematic phase, etc. to facilitate the completion of each set of services during specified times established under the Project Schedule.
- 4.2 GENERAL PROVISIONS CONCERNING BASIC SERVICES**
- 4.2.1 Employment of Personnel.** The Architect shall employ, at its own cost and expense, any and all personnel needed to perform the Services. The Architect must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. The Architect agrees to reallocate any personnel whose work is unsatisfactory to the District. The Architect shall at all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.
- 4.2.2 Employment of Architect Consultant(s).** For services not provided directly by the Architect, the Architect shall employ, at its own cost and expense, any and all needed Architect Consultant(s) to perform the services hereunder. Architect Consultant(s) retained by the Architect in the performance of this Agreement shall be licensed to practice in their respective professions where required by law. The Architect Consultant(s) will be required to show evidence of a policy of professional liability and/or project insurance that satisfies the requirements of Section 11.2 hereinafter.
- 4.2.3** The Architect shall remain at all times primarily responsible for the adequate performance of each service and said employment of the Architect Consultant(s) shall not relieve the Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of the Architect Consultant(s). An Architect Consultant(s) may include but are not limited to designers and engineers for the structural, electrical, mechanical, plumbing (including fire sprinklers), landscaping, audio and visual, food service, acoustical, theatrical, and civil portions of the Project. Prior to entering into any consulting agreement and prior to authorizing any consultant(s) to perform any services on the Project, the Architect shall submit a written request for approval to District. The request shall include the names of the Architect Consultant proposed for the Project and shall identify the key personnel of each Architect Consultant's firm. The District shall have the discretion to reject any proposed Architect Consultant and/or personnel. If the proposed Architect Consultant and/or personnel is rejected, the Architect may perform the Services at issue, if qualified to do so, or may propose an alternate acceptable to District.

- 4.2.4 Cooperation with District and Other Consultants.** The Architect and Architect Consultant(s) shall confer and cooperate with District, DSA, the Project Manager, and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.
- 4.2.5 Project Communication.** In all cases, the Architect shall direct Project communication to the District's Program Manager, including any correspondence to the District, the District's consultants, District staff, Construction Manager, Contractors, and/or any members of the public related to the Project.
- 4.2.6 Primavera Contract Management System or CMS.** The Project will be managed through the Primavera Contract Management System project management software from design through closeout. The Architect will utilize the Primavera Contract Management System software as required by the District.
- 4.2.7 Corrections to Construction Documents and Other Deliverables.** The Architect shall revise the Construction Documents as needed to incorporate any and all Change Orders and necessary modifications required due to negligent acts or any errors or omissions by the Architect or the Architect Consultant(s). The Architect shall also provide any modifications to any deliverables required under **Exhibit B** if such modifications become necessary due to any errors or omissions of the Architect or the Architect Consultant(s).
- 4.2.8 Minutes of Progress Meetings.** The Architect will note discussions during progress meetings concerning any Services and will provide a draft copy of the minutes.
- 4.2.9 Independent Reviews; Audits.** Each Project shall at all times be subject to independent reviews conducted by the District or any other person selected by the District, including but not limited to Constructability Review and audits. Such reviews may include inspection of any work, documents or services related to the Project. The Architect shall cooperate with these reviews, including preparing written responses to written or verbal comments, and incorporating changes to the Construction Documents based on such comments. If the Architect does not deem that a comment requires a change, the Architect shall so state in a written response to the comment providing reasons why no change should be implemented. If District nevertheless directs the Architect to implement the requested change, the Architect will do so unless the change would result in a violation of applicable laws or requirements.

The scope of the Architect's obligations during Constructability Review includes, without limitation, written confirmation, in form and content satisfactory to the District, that (a) requirements noted in the Construction Documents are consistent with and conform to District requirements; and (b) there are no errors, omissions or deficiencies in the Construction Documents that a reasonable Architect using skill and diligence standard in the profession would have detected and corrected prior to submission of the Construction Documents.

- 4.2.10 Independent Cost Estimates.** The District shall have the right, but not the obligation to obtain independent cost estimate(s) conducted by an estimator designated by the District and at the expense of the District. The Architect shall be available to answer the estimator's questions regarding the design and attend meetings with the estimator to reconcile the Architect's and any independent estimator's estimate.
- 4.2.11 Inspection of Records; Familiarity with Site and Project.** The Architect shall be solely responsible for researching and analyzing all records of the existing improvements and the proposed Project, identifying all District held record documents concerning each portion of the

Project, conducting site visits and familiarizing itself with the conditions of the structure(s) and location(s) in which it is providing Services. It is required that the Architect will visit each site prior to design completion to validate existing conditions and record plans of existing buildings and site utilities.

4.2.12 Construction Delivery Methods: Lease-Leaseback. The District may at its discretion enter into Lease-Leaseback pre-construction services and construction contracts for the Project. The Architect will work cooperatively with the Lease-Leaseback contractor during the performance of its pre-construction service phase to implement value engineering, BIM and constructability recommendations.

4.2.13 Funding Applications and Approvals. The Architect shall assist the District with any and all funding applications and submittals for any program administered by the State of California or other entities. Architect may be required to prepare, sign and submit applications and documents to various entities such as DSA, OPSC, CDE, and the U.S. Green Building Council. The Architect's duties shall include the preparation and submittal of application(s), plans and specifications, and any supplemental funding applications (such as CHPS, CDE, as well as OPSC and others as may be required). The Architect shall respond timely to review comments and work cooperatively with the District's Funding Consultant to achieve any and all submittal deadlines.

4.2.14 District Design Standards. The Architect shall be responsible for implementing all District Design Standards issued to the Architect by the District into the overall project design. Design standards include but are not limited to equalization standards, furniture, fixture and equipment standards, maintenance standards, data and technology standards, security intrusion and video surveillance standards.

4.2.15 Storm Water Prevention and Pollution Plan (SWPPP). The Architect shall be responsible for all designs and permitting, excluding fees, as it relates to the SWPPP plans and specifications for the Project. Responsibility also includes the preparation of plans, specifications, and any other requirements needed to obtain the required regulatory approvals and permits.

4.2.16 Changes. The Architect shall revise the Construction Documents as needed to incorporate any and all change order requests, potential change orders, supplementary instructions and other necessary modifications. The Architect is responsible for obtaining DSA approval for all changes.

4.2.16.1 Changes Required to Meet Construction Budget. If the lowest responsible bid by a minimum of four (4) public bids, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, the Architect shall revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.17 Deliverables. Unless otherwise agreed to in writing, Architect shall produce the deliverables identified on **Exhibits B and C**.

4.2.17.1 DSA Approval Deliverable. DSA approval shall be the responsibility of the Architect, including the preservation of DSA Pre-Check (PC) Approval for the Re-Use of Plans including all necessary revisions to accommodate Site Adaption, District Design Standards, Educational

Specifications, Project Budget, Project Schedule, District requested changes, and/or any other requirements to meet code, or other requirements of all agencies having jurisdiction.

4.3 ADDITIONAL SERVICES

4.3.1 Architect Additional Services. Additional Services for any Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that the Architect shall not perform any Additional Services unless and until the Architect receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then the Architect shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if the Architect performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, the Architect shall not be paid for such claimed Additional Services.

4.3.2 The following services are not Basic Services under this Agreement and are to be considered Additional Services:

4.3.2.1 Revisions and changes requested by the District to be made to drawings, specifications or documents previously approved by the District prior to awarding the construction contract, provided that such changes are not (i) required to make the documents compliant with original design requirements; (ii) revisions that should have been implemented during design; (iii) revisions required under Section 4.2.17.1; or (iv) necessary to comply with applicable laws, rules, or regulations.

4.3.2.2 Services for repairs of damages to the Project resulting from third-party actions or unforeseen conditions or circumstances not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s), including but not limited to repairs necessary due to damage caused by fire, flood or other unforeseen conditions not the result of negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.3 Additional Services required due to (i) the termination, delinquency or insolvency of the Contractor; or (ii) a default of the Contractor that does not arise directly from the negligence or errors or omissions of the Architect or the Architect Consultant(s).

4.3.2.4 Any of the following if directed by the District in writing: (i) the employment of specialty consultants not listed in the Architect's Basic Services; and (ii) the preparation of special delineations and models of facilities not included in the original Project.

4.3.2.5 Contract administration services performed more than 180 days after the original construction contract completion date, except when such delay is caused in whole or in part by the negligence or errors or omissions or willful misconduct of the Architect or the Architect Consultant(s).

SECTION 5
ARCHITECT’S COMPENSATION & PAYMENT SCHEDULE

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. The Architect shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

**Four Hundred Sixty Two Thousand Seven Hundred Fifty Dollars
(\$462,750.00)**

If the Project is divided into Construction Phases, the Architect shall allocate the Basic Fee over the Construction Phases and the allocation shall be in rough proportion to the Construction Budget for the Project with consideration given to the size and complexity of each Construction Phase. It is agreed that, as long as the Architect performs the Services for the Project or Construction Phase in a timely manner, in compliance with the provisions of this Agreement and to the satisfaction of the District, payments of the Basic Fee for the Project or Construction Phase shall be made by the District, upon approval by the District of deliverables described in Exhibit B & C, and approval of invoices satisfactory to the District, in amounts not to exceed the percentages for each Phase as set forth in the following Table:

<u>Architectural Phases</u>	
Project Initiation	2%
Development of Architectural Program	2%
Schematic Design	9%
Design Development	14%
Construction Documents	43%
Bidding/DSA	5%
Construction Administration	20%
Close-Out	5%

5.1.1.1 Invoices. Invoices may be submitted at the end of each Phase in the Table above, except that the construction administration phase can be billed as progress in proportion to the certified completion of construction, rounded to the nearest whole percent, as determined by the District. All invoices must be submitted in accordance with section 5.5 below.

5.1.1.2 Close-Out Phase. The remainder of the Basic Fee shall be paid to Architect upon satisfactory completion of all Services identified as Close Out Phase on **Exhibit B**, provided that payment will be made as follows: (i) two and one-half percent (2.5%) will be paid after the submission by the Architect of the Verified Report (described on **Exhibit B**) to DSA; and (ii) two and one-half percent (2.5%) will be paid after receipt by the District of final DSA certificate and verification that all fees due to the Architect’s Consultant(s) providing Services in connection with this Agreement have been paid.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

- 5.2.1** Fees negotiated for Additional Services pursuant to 4.3.2.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District's Board of Trustees.
- 5.2.2** All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, pursuant to Section 3320 of the California Civil Code, the District shall have the right to do either of the following: (i) make such disputed payment to the Architect without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by the Architect, the District will notify the Architect in writing of the reasons for the withholding. From and after the date such notice is given, the District and the Architect shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, the Architect shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to the Architect, the District shall pay such amount to the Architect. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid the Architect, the Architect shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE SERVICES

- 5.4.1 PRIOR APPROVAL.** The District will not be obligated to pay for any Services performed or costs incurred by the Architect without prior written authorization by the District. The following will not be reimbursed under this Agreement:
- 5.4.1.1** Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.
- 5.4.1.2** Reprographics costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.
- 5.4.1.3** Consultant fees and expenses not explicitly approved under Section 5.4.2.
- 5.4.1.4** Any other cost or expense not explicitly approved under Section 5.4.2.
- 5.4.2 REIMBURSABLE EXPENSES.** Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. The Architect may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by the Architect or the Architect Consultant(s) in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed **THIRTY THOUSAND DOLLARS NO CENTS (\$30,000.00)**. The following is the EXCLUSIVE list of reimbursable expenses:

5.4.2.1 Travel and Mileage. The Architect must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Architect's office or Architect Consultant's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Reimbursable Reprographic Services. Print sets or copies requested in writing by the District beyond the quantities required under **Exhibit B**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid in the form of **Exhibit D**, attached hereto.

5.5.1.3 Progress payments shall not be made at any time during the Bidding Phase. If the District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District.

5.5.3 Invoices for Reimbursable Expenses. Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. The Architect's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a properly submitted, fully supported and documented invoice will be due within thirty (30) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by the Architect to be due.

5.5.4 Final Invoice. Upon completion of all Services and delivery of final DSA certification, the Architect shall prepare a final invoice for the remaining amount due, including and separately

identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR MARSHALL 12 CLASSROOM BUILDING**. The Architect shall provide a final invoice within thirty (30) days of District's notification of receipt of final DSA certification. The District shall pay the final invoice within sixty (60) days of the District's approval of the final invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, provided the reason for such withholding is not attributable to the fault of the Architect or the Architect Consultants.

- 5.5.5 Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of an Architect Default. With respect to any monetary Architect Default, the termination shall be effective if the Architect fails to cure such default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Architect Default for which no time period for cure is otherwise specified below, the termination shall be effective if the Architect fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to the Architect until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of the Architect to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to the Architect. If the amount payable to the Architect exceeds the amounts withheld, the balance will be paid to the Architect upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, the Architect shall be liable to District for the difference and the Architect shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.
- 6.1.2 For Convenience.** The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to the Architect, in which case the District will pay the Architect as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the Phases of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, the Architect shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly,

but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be the Architect's sole and exclusive compensation and the District shall have no liability to the Architect for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- 6.1.3 Temporary Suspension of Services.** If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to the Architect prior to the suspension of the Services, the Architect shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and the Architect shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.
- 6.2 ARCHITECT DEFAULT.** The occurrence of one or more of the following events shall constitute an "Architect Default" under this Agreement:
- 6.2.1 Inability to pay Debts and Failure to Pay Architect Consultants.** At any time prior to the expiration or termination of this Agreement, the Architect is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from Architect Consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against the Architect, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by the Architect in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Failure to Provide Acceptable Design.** The Architect's failure to provide a functional design that can be built within the Construction Budget in accordance with industry standards.
- 6.2.5 Defective Services; Errors or Omissions; Failure to Perform.** The Architect or the Architect Consultant(s) (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.6 Willful Violation.** The District determines that (a) the Architect is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) the Architect is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.7 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.

- 6.2.8 Unapproved Assignment.** The Architect attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.9 Disregard of District Authority or Direction.** The Architect disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.10 Violation of Applicable Law.** The Architect violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.11 Failure To Maintain Errors and Omissions Insurance.** The Architect fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If an Architect Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If an Architect Default occurs, the District's obligation to disburse further funds to the Architect pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Architect Default, the District may withhold all or a portion of any payments then or thereafter due to the Architect until the Architect cures any and all defaults to the satisfaction of the District.
- 6.3.3 Stop Work.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, order the Architect in writing to stop work on the Services, or any portion thereof, until the Architect Default has been cured. The Architect shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such "stop work" order.
- 6.3.4 Errors & Omissions; Additional Costs.** In addition to any other remedy available to the District under this Agreement or under the laws of the State of California, the District may require the Architect to pay all costs incurred by the District to correct any defect and/or deficiency in the design work of the Architect and/or the Architect Consultant(s), including but not limited to re-design costs, additional services costs for other consultants, costs incurred by the District under any contract or to make alternative arrangements due to delays, litigation costs, and any cost related to the necessary removal of and/or replacement of work or materials. The Architect shall provide any Services requested by the District to correct any such errors or omissions but shall not receive any fee for any work or Services performed in correcting said errors or omissions regardless of whether such errors or omissions result in damages to the District or delays to the Project. This remedy applies but is not limited to (i) providing a design that fails to serve its purpose when constructed in accordance with industry standard for the particular Project; or (ii) delays due to Architect's failure to comply with the plan check review process in accordance with the District's MOU with DSA.
- 6.3.5 Self Help.** Upon the occurrence of an Architect Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Architect Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants

made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to the Architect and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to the Architect are not sufficient to cover the amount of the deduction, the Architect shall pay the difference to the District.

6.3.6 Payment to Consultant. If the Architect Default is due to the Architect's failure to pay, when due, invoices of an Architect Consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that Architect Consultant from any amounts then due the Architect, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to the Architect in connection therewith.

6.4 TERMINATION BY ARCHITECT. The Architect may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. The Architect may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to the Architect when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which the Architect is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, the Architect may terminate this Agreement upon ninety (90) calendar days' notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY ARCHITECT

6.5.1 Payment for Services. In the event of a termination of this Agreement by the Architect in accordance with Section 6.4, the District shall pay the Architect an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be the Architect's sole and exclusive compensation and the District shall have no further liability or obligation to the Architect for any other compensation or damages, including, without limitation, anticipated profit, prospective losses, business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

7.1.1 Program Manager: The Program Manager represents the District in all matters pertaining to the Services. The Program Manager shall cooperate with the Architect in all matters relative to this Agreement in order to permit the performance of the Services without undue delay.

7.1.2 Statement of Building Program. The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. The Architect shall have the right to rely upon such information unless the Architect knows or should know that the information is inaccurate or incomplete.

- 7.1.3 Surveys and Tests.** The following resources, surveys, and reports shall be made available to the Architect, as required, at the District's expense. The Architect shall be entitled to rely upon such resources, surveys and reports, unless the Architect knows or should know that the information contained therein is inaccurate or incomplete. The Architect must inform the District in writing if any information therein appears to be incorrect or incomplete based upon the Architect's experience, site visits, or knowledge of the Project and the sites.
- 7.1.3.1 Site Survey.** The District shall furnish a legal description and a land survey of the site, giving as known grades and lines of streets, alleys, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site.
- 7.1.3.2 Geologic Hazards Investigation Survey.** The District shall have caused to be performed any geological hazards or investigation survey required by State of California authorities having jurisdiction and make copies available to the Architect for distribution as necessary.
- 7.1.3.3 Special Testing and Inspection.** The District shall furnish special testing and inspection services as required by law.
- 7.1.3.4 Checking and Permit Fees.** The District shall pay or cause to be paid all fees required in connection with the Project to government agencies having jurisdiction.
- 7.1.3.5 Advertising.** The District shall pay the cost of any advertisements for bids that may be required.
- 7.1.3.6 District Inspector.** The District shall furnish and provide an Inspector of Record, or Inspectors of Record, as required during the entire course of construction of the Project. Each inspector shall be responsible to and under the direction of the Architect and shall also be responsible to and act in accordance with the policies of the District. The cost of employment of each such Inspector of Record will be borne by District and paid directly to the inspector.
- 7.1.3.7 Hazardous Material Consultant.** Unless the District and the Architect agree that a hazardous materials consultant shall be a consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants only when such services are requested in writing by the Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by the Architect. If the hazardous materials consultant is furnished by the District and not a consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's documents for the District's convenience and have not been prepared by the Architect. The note shall also direct questions about the specifications to its preparer.
- 7.1.4 District Site Visits.** At the discretion of the District, District staff may assist or accompany the Architect in making site visits and observing the work, including the visits described below. Requests for changes or substitutions shall be directed to the District Representative. Orders to the Contractor shall be issued through Architect after approval by the District Representative.
- 7.1.4.1 Pre-Final Walk-Through.** District staff, or any person assigned by the District, may participate in the pre-final walk-through of the Project or any portion thereof and may assist in the preparation of the list of deficiencies required by the Construction Phase portion of the Services, as set forth on **Exhibit B** hereto.

7.1.4.2 Final Site Visit. At the discretion of the District, when notified by the Architect that the construction “punch list” items have been corrected, District staff may accompany the Architect and the Contractor on the final site visits.

7.1.5 Notice of Defects. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Construction Documents, the District shall verbally or in writing advise the Architect. However, the District’s failure to give such notice shall not eliminate the obligations of the Architect regarding the administration of the construction of the Project or other obligations under the Construction Documents, nor require District to make site visits.

7.1.6 Notice of Completion. When all items are completed to the satisfaction of the District and the Architect, and upon written recommendation of the Architect, District staff shall recommend that the District’s Board of Trustees adopt a Notice of Completion.

7.2 LIMITATION ON LIABILITY OF DISTRICT

7.2.1 Other than as specifically provided elsewhere in this Agreement, the District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

7.2.2 The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Architect, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to the Architect by the District.

SECTION 8 PROJECT CONSTRUCTION COST ESTIMATES

8.1 CONSTRUCTION BUDGET. The Construction Budget may be revised at the conclusion of design or other earlier Phase of the Project at the discretion of the District based on input from the Architect.

8.2 ESTIMATED PROJECT CONSTRUCTION COST. The estimated Construction Cost shall be prepared and updated by the Architect as required in **Exhibit B** during each Phase of the Services and shall be subject to District approval. The estimated Construction Cost during each Phase shall under no circumstances exceed the Construction Budget, including a reasonable allowance built in for estimating design contingency. The Architect shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time the Architect becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of the Architect.

SECTION 9
PROJECT SCHEDULE

9.1 SCHEDULE

- 9.1.1 Time for Completion.** Time is of the essence and failure of the Architect to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or Architect Consultant's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.
- 9.1.2 Delays.** Except as otherwise provided in Section 5.2, the Architect shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of the Architect or the Architect Consultant(s) (including their respective employees or those in a direct contractual relationship with either).
- 9.1.3 Notice of Delay.** The Architect shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by the Architect or with which the Architect is familiar (whether or not as the result of an act or omission of another).

The Architect shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

- 9.1.4 Force Majeure.** Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10
DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE

- 10.1 OWNERSHIP.** Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District. Although the official copyright in all Project Documents shall remain with the Architect or Architect Consultant(s), as applicable, the Project Documents shall be the property of the District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, or the earlier termination of this Agreement for any reason, the Architect shall provide to the District copies of all Project

Documents then existing. In addition, the Architect shall retain copies of all Project Documents on file for a minimum of ten (10) years following completion of the Project, or the early termination of this Agreement for any reason, and shall make copies available to the District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, the Architect shall make a reasonable effort to notify the District and provide the District with the opportunity to obtain the documents slotted for destruction.

10.2 REUSE BY DISTRICT. All plans for the Project, including, but not limited to, record drawings, specifications, and estimates prepared pursuant thereto, shall be and remain the property of the District for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding the foregoing, the District may use the plans, record drawings, specifications, or estimates related to the Project for the purposes of additions, alignments, or other development on the site. The District reserves the right to reuse certain elements, features, details or other project standards in order to incorporate them into other projects within the District.

10.2.1 The plans, designs, copyrights, drawings, studies, specifications, and estimates prepared by the Architect or its Consultants are instruments of service of the Architect. The Architect shall be deemed to be the author of these documents and the Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Notwithstanding the foregoing, the documents including, but not limited to, plans, drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by the Architect or the Architect's Consultant(s) for this Project, shall be and remain the property of the District pursuant to Education Code Section 17316 for the purposes of repair, maintenance, renovation, modernization or other purposes as they related to the Project. The District, however, shall not be precluded from using the Architect's or Architect Consultant's documents enumerated above for the purposes of additions, alignments or other development on the Project site.

10.2.2 Notwithstanding Section 10.2.1 above, if the District proposes to reuse the plans prepared by Architect within the District but other than on the Project site, the terms and conditions for the reuse shall be set forth in an Amendment to this Agreement, or other subsequent writing executed by the District and the Architect. However, under any circumstances, in the event of any reuse or modification of the Architect's drawings, specifications or other documents by any other person, firm or legal entity, the Architect shall be given design credit and the names and seals of the Architect and the Architect's Consultant(s), if any, shall first be removed from the Architect's drawings, specifications or other documents.

If the District reuses the plans prepared by the Architect or Architect Consultant(s) and retains another certified architect or structural engineer for the preparation of those plans for the reuse, the District shall indemnify and hold harmless the Architect and Architect Consultant(s), and their respective agents, and employees, from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the reuse.

10.2.3 This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a non-

exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

- 10.3 COPYRIGHT.** The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Construction Documents that Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to the indemnification provisions of this Agreement for any breach of this representation and warranty.
- 10.4 TECHNOLOGY USED.** The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Building Information Modeling (BIM) and Computer Aided Design (CAD) (e.g., AutoCAD) or other technology acceptable to the Architect and the District. As to any drawings that the Architect provides in a CAD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on the hard or PDF, unalterable, copies of all documents.
- 10.5 DELIVERABLES UPON TERMINATION.** Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents as it sees fit, subject to the provisions of Section 10.2 above. The Architect shall deliver to the District, in a form acceptable to the District, one hard-copy and two (2) electronic copies of each set of Construction Documents, complete or incomplete, prepared in connection with the Project by the Architect and the Architect Consultant(s), if any.
- 10.6 NO REPRODUCTION OR USE BY ARCHITECT OR THIRD PARTIES.** After completion of the Project, or earlier termination of the Services, the Architect shall not use the Construction Documents for any purpose without District's prior written consent. In addition, the Architect shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

11.2 INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law and in conformity with California Civil Code Section 2782.8, the Architect agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.2.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to the Architect's employees or Architect Consultant's employees arising out of Architect's work under this Agreement; and

11.2.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of the Architect, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation

including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Indemnitees or of other third parties for which the Architect is not legally liable.

11.2.2 To the fullest extent permitted by law, the Architect agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.2.3 The Architect's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect, but not to the extent of loss, injury, death or damage caused by the negligence or willful misconduct of District or of other third parties for which the Architect is not legally liable.

11.2.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.3 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, the Architect and each Architect Consultant shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.3.1 Minimum Limits of Insurance. The Architect and each Architect Consultant shall procure and maintain the types and amounts of coverage as follows:

11.3.1.1 Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury and property damage/\$4,000,000 annual aggregate.

11.3.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$1,000,000 limit each accident.

11.3.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$2,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.3.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.3.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.3.2 Minimum Scope of Insurance.

11.3.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute form providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations,

independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.3.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.3.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The “retro date” must be shown and must be before the date of this Agreement.

11.3.3 Valuable Document Insurance: The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by the Architect.

11.3.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.3.4.1 The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect’s insurance and shall not contribute with it.

11.3.4.2 On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.3.4.3 Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.3.4.4 The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

11.3.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.3.5.1 Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) the Architect or Architect Consultant shall be required to procure insurance from another insurer.

- 11.3.5.2** Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.
- 11.3.5.3** The Architect or Architect Consultant(s), as applicable, shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.
- 11.3.5.4** Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.
- 11.3.5.5** At all times while this Agreement remains in effect, the Architect and the Architect Consultant(s) shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.
- 11.3.5.6** If the Architect fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at the Architect's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by the Architect.
- 11.3.5.7** Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. The Architect agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

- 12.1 RESOLUTION OF CLAIMS.** Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of the Architect and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or the Architect seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.1 RESOLUTION OF OTHER DISPUTES. Disputes between the District and the Architect that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.2 SUBMISSION OF A CLAIM

12.2.1 By the Architect. The Architect's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. The Architect shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of the Architect's Claim. Failure by the Architect to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. The Architect's statement of dispute shall be signed by a principal of the Architect and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of the Architect under this Agreement (the "Statement of Dispute"). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment of the Architect's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on the Architect's time for performance. Adequate supporting data for a Statement of Dispute involving the Architect's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.2.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by the Architect. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.3 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.3.1 Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor or Architect Consultant against the Architect that is in turn being asserted by the Architect against the District, then such Contractor or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that

occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled “Mediation.” The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, the Architect shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.3.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4.1, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.3.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.3.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.3.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either party may commence an action in the Superior Court of the County of Ventura. The Architect hereby submits to the jurisdiction of said court.

12.4 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either party.

SECTION 13

NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Caldwell Flores Winters, Inc.,
Program Manager
ATTN: Yuri Calderon, Chief Operating Officer
6425 Christie Ave., Suite 270
Emeryville, CA 94608

TO ARCHITECT:

CSDA Design Group
Jeffery M. Fuller, President
4061 Glencoe Avenue, Suite "B"
Marina del Rey, CA 90292

With original copy to:

Oxnard School District
ATTN: Dr. Cesar Morales, Superintendent
1051 South A St.
Oxnard, CA 93030

SECTION 14
REPRESENTATIONS OF THE ARCHITECT

- 14.1 REPRESENTATIONS OF THE ARCHITECT.** By executing this Agreement, and hereafter each and every time this Agreement is amended, the Architect makes each of the following covenants and representations.
- 14.1.1** The Architect represents that it is professionally qualified to act as the Architect for the Project, is licensed to practice architecture in the State of California by all public entities having jurisdiction over the Architect and the Project.
- 14.1.2** The Architect covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to act as architect for the Project until the Architect's duties in connection therewith have been fully satisfied.
- 14.1.3** The Architect represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
- 14.1.4** The Architect represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement including, but not limited to, all Project plans and specifications in such a manner that they shall be constructable in accordance with the standards of the profession.
- 14.1.5** The Architect assumes full responsibility to the District for the improper acts and omissions of its employees and any Architect Consultant(s) retained by the Architect in connection with the Project. The Architect covenants that each Project Director and all other Architect employees or

Architect Consultant(s) now or in future assigned by the Architect to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.

14.1.6 The Architect covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.

14.2 COMPLIANCE WITH LAWS. The Architect covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer's insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, the Architect, the District, the Project or the Services. The Architect shall at all times require the Architect Consultant(s) to fully comply with all such applicable laws, rules and regulations. Without in any way limiting the generality of the foregoing the Architect shall ensure that it and each Architect Consultant comply with the following:

14.2.1 Cost Disclosure - Documents and Written Reports. The Architect shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).

14.2.2 Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, the Architect shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

14.2.3 Fingerprinting & Other Operational Requirements of the District. Unless exempted, the Architect shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Architect shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. The Architect and each Architect Consultant must complete the District's certification form attached hereto as **Exhibit E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultant(s) comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or

the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, Architect Consultant(s) and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. Inasmuch as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the Architect and any such assignment, transfer, delegation or sublease without the Architect's prior written consent shall be considered null and void.

15.2 SEVERABILITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.3 ENTIRE AGREEMENT. This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. The Architect shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. The Architect specifically acknowledges that in entering into this Agreement, the Architect relied solely upon the provisions contained in this Agreement and no others.

15.4 GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.

15.5 NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be

construed to operate as a waiver of any rights under this Agreement, and the Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by the Architect's failure to perform any of the Services to the applicable standard of care which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area of the District. This provision shall survive the termination of this Agreement.

15.6 INDEPENDENT CONTRACTOR. The Architect is, for all purposes arising out of this Agreement, an independent contractor, and neither the Architect nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that the Architect shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.

15.7 NO ASBESTOS CERTIFICATION. No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, the Architect will certify to the District that to the best of the Architect's knowledge, no asbestos or asbestos-containing materials were used in the Project.

15.8 NON-DISCRIMINATION. No discrimination shall be made by the Architect in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. The Architect shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:

- (a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;
- (b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;
- (c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;
- (d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;
- (e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

CSDA DESIGN GROUP:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

EXHIBIT "A"
PROJECT

August 26, 2015

Jeffery M. Fuller, President
CSDA Design Group
4061 Glencoe Avenue, Suite "B"
Marina del Rey, CA 90292

Architect Selection Package for MARSHALL 12 CLASSROOM BUILDING

Dear Mr. Fuller,

As the District's Program Manager for Measure "R" and related capital facilities projects, Caldwell Flores Winters, Inc. ("CFW") has been directed by the Oxnard School District Board of Trustees to proceed with the Facilities Implementation Program. We are pleased to introduce at this time, **MARSHALL 12 CLASSROOM PROJECT**. This project is herein referred to as "**Marshall**". All design work on this project will be assigned to a single architectural firm according to the method of selection outlined within this package.

Marshall Summary

Marshall will utilize a "re-use of plans" approach whereby designs from previously completed facilities are to be reused for the Marshall campus with adaptations provided to meet specific requirements for form, function, circulation, site context, efficiency and budget. The existing school will remain in operation throughout construction of the new facilities.

A lease-leaseback (LLB) or alternated method of delivery may be utilized for the project as determined by the Board. Work will be funded by proceeds from Measure "R" and anticipated reimbursements from State New Construction and Modernization grants. Accordingly, the team selected to work on this project will be required to coordinate activities with the District's State Aid consultant.

The District has already completed an extensive community process, including development of a Facilities Master Plan ("FMP"), community input, and survey research. The community effectively endorsed this process with passage of Measure "R" on November 6th, 2012, and the Board has since completed a series of workshops to establish the specifications and implementation parameters for Marshall.

Detailed Description

Enclosed in this package is a detailed description of Marshall, including components per approved District Educational Specifications required to establish a K-8 grade configuration. The project has been carefully assembled to embrace the Facilities Master Plan (“FMP”) commissioned by the Board and the Measure “R” project list approved by voters. Project components reflect required specifications established by the FMP, revised to be comparable to State guidelines, and subsequently approved by the Board in order to meet capacity goals and program requirements. A site map has been provided to conceptually indicate project parameters.

Master Budget, Timeline, and Schedule

Summaries of the Master Budget, Timeline, and Project Schedule for the Elm campus are enclosed for reference. The Master Budget has been approved by the Board, and is based on cost estimates performed by professional cost estimators in the FMP process and further verified and revised in the Implementation Program. A Master Timeline for phasing of improvements has been established as has a Master Schedule for the project. These approved documents are subject to review by the Board of Trustees not less than every six months and may be amended.

Method of Selection

A process for assigning an architectural firm to a specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. The detailed Architect Selection Package should be reviewed and, if interested, responses need to be submitted by Friday, September 13, 2013 @ 4:00pm in PDF format via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.
Sincerely,

Caldwell Flores Winters, Inc.

Caldwell Flores Winters, Inc.

6425 Christie Avenue, Suite 270, Emeryville, CA 94608 (510) 596-8170 Fax (510) 450-0208

July 6, 2015

Jeffery Fuller, Principal

CSDA Design Group

4061 Glencoe Avenue, Suite B

Marina del Rey, CA 90292

Request for Architectural Services for Marshall New Classroom Building

Dear Mr. Fuller,

The Board of Trustees of the Oxnard School District accepted a proposed project plan for a New Classroom Building at Marshall Elementary School (the "Project"). The Board has approved the project's budget and schedule and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architectural Services for a twelve (12) classroom addition to the Marshall Elementary site in order to provide additional interim capacity for grades 6-8 and accommodate a K-8 program that builds upon the site's academic strand focus on the visual and performing arts.

The completed project must be consistent in appearance and architectural theme with existing facilities at the site, however your firm may propose to source the facility plans by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within the attached document.

At this time, we anticipate that the Project's design phase would commence in August 2015 and be submitted to DSA in December 2015. DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016. The Project budget was approved by the Board upon adoption of the June 2015 Semi-Annual Report with an "all-in" total cost of \$8,097,558.

A process for assigning a qualified architectural firm to this specific project has been created to ensure the best use of design team talent, and is described herein. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **12:00 pm PDT on Friday, July 17, 2015** in PDF format, via email to: Yuri Calderon, Chief Operating Officer, Caldwell Flores Winters, Inc., ycalderon@cfwinc.com.

If you have any questions, please direct them to Yuri Calderon, CFW at (510) 596-8170.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District
Request for Architectural Services
Marshall Elementary School: New Classroom Building

Prepared by:
Caldwell Flores Winters
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

OXNARD SCHOOL DISTRICT

Request for Architectural services

I. Project Description: middle school 12-Classroom addition at Marshall Elementary

ORIENTATION

Marshall Elementary sits on an 11-acre site at 2900 Thurgood Marshall Drive, a street which borders the campus to the north and west. The site is located next to the River Ridge neighborhood in the north end of Oxnard and is also bounded by North Patterson Road to the east and West Gonzales Road to the south. The school, constructed in 2003, currently operates a Kindergarten through fifth grade educational program for 555 students with 24 classrooms and features an academic strand program focused on the visual and performing arts. The school also contains three rooms subdivided for speech and Special Education, a computer lab, a resource room, a cafeteria, a library, a staff lounge, and two playgrounds. There are no portables on campus; all facilities currently at Marshall are permanent. With the exception of hard courts that occupy approximately one-third of the south half of the school site, all development is located on the north half of the site along Thurgood Marshall Drive.

PROJECT REQUIREMENTS

Pursuant to the Board adopted June 2015 Semi-Annual Implementation Program Update, the Marshall New Classroom Building project has been envisioned to meet the District's interim capacity requirements for grades 6-8 until a new middle school is constructed and to provide Marshall with a long-term K-8 educational program option, if desired. The project will produce 12 new teaching spaces for 324 or more students in Grades 6 to 8 based on State loading standards of 27 students per room. Upon completion, Marshall will contain a combined total of 40 permanent classrooms and updated parking to satisfy the District's specification for K-8 facilities with a capacity for up to 900 students.

The new classroom building will consist of nine (9) general-purpose classrooms ("learning labs") at 960 square feet each, two (2) science labs at 1,200 square feet each, and one (1) performing arts lab at 1,200 square feet. Additionally, restrooms will be required per code requirements, as well as a 200-square-foot science lab storage room and a 200-square-foot music/arts storage room. Altogether, the new facility will consist of approximately 13,840 square feet of new classroom, restroom, and storage space, including areas for hallways, stairwells, and other circulation facilities as per code requirements. Facility plans may be sourced by one of three methods: the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements. The District is interested in receiving proposals that consider any of these three design approaches, subject to meeting the cost, schedule, and aesthetic appearance criteria set forth within this document.

	Proposed		
	Sq. Ft.	Units	Total Sq. Ft.
Teaching Spaces			
Learning Lab	960	9	8,640
Science Lab	1,200	2	2,400
Science Storage	200	1	200
Performing Arts Lab	1,200	1	1,200
Performing Arts Storage	200	1	200
Support Space			
Restrooms/Elevator/Circulation	1,200	1	1,200
Total Building Sq. Ft.			13,840

To minimize intrusion on the existing campus recreation space, the new classroom building will be two stories, with a floor area of approximately 7,000 square feet per level, and located on a portion of the hard court area that currently exists immediately to the south of the administration building. As shown below, the new facility is envisioned as a rectangular structure with its long axis of approximately 100 feet oriented north to south and placed adjacent to the administration building. Additionally, the project design requires parking to be expanded to accommodate approximately 20 spaces, and has been conceptually indicated as an expansion of an existing access lane on the west side of the site. However, the District seeks the most advantageous layout and location for the new building and parking and will consider alternate layouts in design proposals, provided that they meet project requirements, minimize disruption to circulation or the use of the hard courts and playfields, avoid the costly replacement of play areas or solar shade structures, and are mindful of access requirements and adjacent facilities.

Location and Orientation of Marshall New Classroom Building and Parking



METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATIONS & PROJECT VISION

The Marshall Elementary K-5 academic strand program on the visual and performing arts provides students with hands-on application of core subject matter, exposure to experts, and experience working with digital media platforms. All classrooms and labs in the new Marshall facility must be designed and built to accommodate this program at the middle school grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Attachment A describes the proposed classroom vision, including specifications and design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the 12 classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

II. Master Budget and Schedule

The preceding narrative description of the Project is articulated below as to budget and schedule. Any of these components may be modified pursuant to direction from the District or the District’s program manager.

SUMMARY BUDGET:

The “all-in” budget for the Project has been estimated at **\$8,097,558** in current dollars. The “all-in” budget combines hard construction costs with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the project.

Design and Construct Middle School 12 Classroom Addition at Marshall Elementary School

Project	Amount	Unit	Budget
Design and Construct New Classroom Facility			
9 Learning Labs	8640	sf	\$4,073,143
2 Science Labs	2400	sf	\$1,152,000
1 Science Lab Storage Room	200	sf	\$97,714
1 Performing Arts Lab	1200	sf	\$596,571
1 Performing Arts Lab Storage Room	200	sf	\$97,714
Restrooms/Circulation	1200	sf	\$713,829
21st Century FF&E			\$652,143
Construct Elevator and Stairwell			\$428,571
Offsite and Utility Upgrades including: New Electrical, Fire Line, Gas, Other Utility Upgrades	13840	sf	\$94,517
<i>Subtotal:</i>	13840	sf	\$7,906,203
Required Sitework			
Sidewalks/Path of Travel Improvements	4152	sf	\$88,971
Add 20 Parking Spaces (Utilize Fire Access Road on west side of campus)	3240	sf	\$102,384
<i>Subtotal:</i>	7392	sf	\$191,355
Estimated Total			\$8,097,558

SUMMARY SCHEDULE:

At this time, we anticipate the Project's design phase would commence in August 2015 with final plans ready for submittal to DSA in early January 2016. The DSA review of plans would begin immediately thereafter, with approvals secured for construction to begin in July 2016.

Activity	Start	Finish	Duration
Conceptual/Schematic Design	August 2015	September 2015	4 weeks
Design Development	September 2015	October 2015	5 weeks
Construction Documents	October 2015	December 2015	10 weeks
DSA Review	January 2016	July 2016	24 weeks
DSA Back Check	July 2016	August 2016	2 weeks

III. Method of Selection

ASSIGNMENT PROCESS:

Each prequalified firm can elect or decline to participate in the assignment process for the Project. Any decision will not affect future opportunities. Firms should carefully review the detailed information and submittal requirements contained within this request for services.

CFW will organize a single mandatory tour of the site that all teams choosing to participate will be asked to attend. All project and submittal related questions will be addressed at the time of the tour. Questions pertaining to the site tour should be directed to Yuri Calderon, Chief Operating Officer, at (510) 596-8170.

Once the proposal deadline has passed, CFW will arrange an interview for each responding firm with the District's Project Review Committee. Firms should make available at the interview no less than two staff assigned to the Project. Interview results will be considered along with the proposed design, estimated fees, estimated cost of construction, quality of staff, level of understanding of the Project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product.

SCHEDULE

The following is a proposed schedule for selection. The District reserves the right to modify this schedule in its sole discretion:

- Participating teams to notify CFW of their intent to provide a proposal: **July 7, 2015**
- Responses due: **July 17, 2015 PDT 12:00pm**
- Review of submittals, evaluations, and interviews completed by **July 24, 2015**
- Proposed Board approval date (subject to change): **August 5, 2015**

SUBMITTAL FORMAT & REQUIREMENTS

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a cover letter briefly discussing the firm's conceptual understanding of the project and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components. In addition, the proposal should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

2. Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.
3. Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.
4. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.
5. Discuss the firm's experience with the District's preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm's experience.
6. Discuss the role of the Firm's proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project;
7. Provide a line item conceptual cost estimate for the firm's proposed design concepts. Total costs should be provided as "all-in" project costs that integrate hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format;
 - b. Adequate notation specifying significant assumptions of the cost estimate;
 - c. A separate line item identifying the cost for FF&E;
 - d. Values in current dollars only—do not escalate your estimates; and
 - e. Written narrative, only if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in tabular format exportable to Microsoft Excel.

Limit response to no more than ten (10) double-sided 8 ½ x 11 pages, and ten (10) 11x17 drawings to illustrate the conceptual proposals for the project. This page limit is inclusive of all materials required, including cover letter, and any additional items desired by respondents, such as a table of contents or index, divider tabs, etc., with the exception of front or back cover pages and the requested cost estimates as outlined in item #7 above. Submit response document in **.pdf format** and cost estimate in **.xls format** via email to Yuri Calderon, at ycalderon@cfwinc.com by no later than **12:00 noon PDT, Friday July 17, 2015**. Upon interview, you will be asked to supply an additional five printed copies of your response as handouts in addition to any presentation material you may wish to distribute.

EXHIBIT "B"

BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Contractor.

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Services:

- (1) The Architect shall review Construction Cost and Project Budget estimates at each phase of the Services. If such estimates are in excess of the Construction Budget and Project Budget, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project.
- (2) The Architect shall at all times include in each estimate of Construction Cost a contingency for Change Orders, in such amount as agreed by the District.
- (3) The Architect shall at all times notify the District if adjustments to previous estimates of the Construction Cost will be necessary due to market fluctuations or approved changes in scope or requirements.

- (4) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with the Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's Consultants, and District staff.
 - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
 - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
 - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
 - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
 - (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with the Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if requested by the District.
- (3) Conduct architectural program meeting with the District selected Project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable Construction Cost for the Project and reconcile the estimate with the Construction Manager and the Contractor; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (6) Estimates prepared by Architect:
 - (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and the Program Manager.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All Construction Cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new

buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

- (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
- (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the Contractor's overhead and profit, and general conditions (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
- (vi) Mechanical, electrical, civil, landscaping and estimating Architect's Consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.

- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and Contractor's and subcontractor's mark-up.

General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
 - (ii) The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or

reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

- (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.

(7) Presentation:

Architect shall present and review with the District the detailed Schematic Design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations including all openings.
- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification and coordination of all furniture, fixtures, and equipment required for a complete Project.
- (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
- (v) Preliminary development of details and large scale blow-ups.
- (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures

- (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:
- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases

- (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear
 - (v) Identify and define the scope of the technology backbone system.
 - (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
 - (vii) All major electrical equipment should be scheduled indicating size and capacity.
 - (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage)

motor control centers, panels, transformers and emergency generators, if required.

- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the Project with the District's IT systems and infrastructure.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide the general conditions and the supplementary conditions for the contract with the Contractor.

(8) Estimate:

Design Development Estimate: This estimate of the Construction Cost shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of Services of the Architects unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the Construction Documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the Construction Documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare Construction Documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents ("C/D") 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.
 - (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

- (ii) Structural:
 - (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
 - (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
 - (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Development Phase.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Development Phase.
- (vii) Estimate:

Update and refine the estimate of the Construction Cost prepared during the Design Development Phase. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish door, and hardware schedules virtually complete, including most details.
- (e) Site utility plan virtually complete.
- (f) Fixed equipment details and identification virtually complete.
- (g) Reflected ceiling plan virtually complete.

- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
 - (ii) Structural:

Completed structural floor plans and sections with detailing well advanced.
 - (iii) Mechanical:
 - (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
 - (iv) Electrical:
 - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
 - (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% C/D's.
 - (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% C/D's and completed.
- (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:

- (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
 - (c) All electrical equipment schedules completed.
 - (d) Special system components plans completed.
 - (e) Electrical load calculations completed.
- (v) Civil:

All site plans, site utilities, parking and roadway systems completed.

(vi) Estimate:

Update and refine the estimate of the Construction Cost prepared during the 50% Construction Document Phase.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words “or approved equal” in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District’s Construction Manager, made during District review of specifications.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specifications shall be in CSI format.

(5) Construction Documents Final DSA Approval Stage:

- (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies’ comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Phase or changes that are required by Section 4.2.16.1 of the Agreement.

- (ii) The Construction Documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect’s and/or Architect Consultants’ State license stamp(s).
- (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.

(c) Update and refine the Architect Consultant's completed Construction Documents.

(6) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
- (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the Construction Documents for distribution to bidders will be provided by the District.

(7) Construction Documents:

- (i) The Architect shall prepare and submit to the District for written approval the Construction Documents for the Project. The Architect shall conform for use in the Construction Documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
- (ii) To the extent required, the Architect shall submit the Construction Documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the Construction Documents. Upon receipt of DSA approval of the Construction Documents, the Architect shall provide to the District a final estimate of Construction Cost for the Project.
- (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the Construction Documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.

(8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Services of the Architect unless such revision or reconsideration is required by Section 4.2.16.1 of the Agreement.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Contractor.
- (2) Following written approval of the Construction Documents and written acceptance by the District of Architect's final estimate of Construction Cost, the Architect shall cooperate with the District and/or its Program Manager or Contractor in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an Additional Service to the District. The

original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the Services required by the Construction Phase of the Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and Change Orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered Additional Services.
- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and the Construction Manager. The purpose of these visits is to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the Contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the Construction Documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the Contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction Project based upon information provided by the Contractor and changes by Change Orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a

condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.

- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for Contractors' failure to carry out work in accordance with the Construction Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the Contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, Contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Services.
- (3) Architect shall coordinate with the District, at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF SERVICES

The Architect is not responsible for providing, as part of the Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.

- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "C"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 2 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.

- (c) Statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes -2

(Submit with DSA Submittal)
- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved C/D drawings and specifications on C/D- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of C/D review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

EXHIBIT "D"

INVOICE APPROVAL FORM

DATE:

Project: Marshall 12 Classroom Building

Architect of Record: CSDA Design Group ("CSDA")

CSDA has submitted Invoice No. _____ for review by the District's Program Manager, Caldwell Flores Winters, Inc. ("CFW"), and the District.

By signing below, a representative of CSDA, hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District and/or CFW.

CSDA Design Group

Date

The invoice has been reviewed by the following and is recommended for payment:

Caldwell Flores Winters, Inc.

Date

Oxnard School District

Date

Lisa Cline, Assistant Superintendent for
Business and Fiscal Services

CONSULTANT/VENDOR PROGRESS BILLING FORM

TO: **Caldwell Flores Winters, Inc. (CFW)**
Program Manager for Oxnard School District
1901 Victoria Ave, Suite 106
Oxnard, CA 93035
ATTN: Tylor Middlestadt (tmiddlestadt@cfwinc.com)

PROJECT: **PROJECT 5 - Elm Reconstruction**
 PROJECT #: _____
 PROJECT TYPE: **NEW CONSTRUCTION/EXISTING SITE**
 DATE: Date of Invoice
 INVOICE #: Invoice #
 PERIOD COVERED: Billing Period of Invoice
 PO #: Purchase Order #

SUBCONTRACTOR: **MVE Institutional, Inc.**
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

STEP 2 STEP 1

do not type in this column, it changes automatically Step 2: enter total value complete to date in this column, the percentage columns will change automatically Step 1: manually enter values from last months green column into this column do not type in this column, it changes automatically do not type in this column, values will change automatically

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	6210	Base Contract - fee	Architectural Services	(FEE AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
2	6210-R	Base Contract - Re-imbursables	Architectural Services	(REIMB AMT)	0%	#VALUE!	0	#VALUE!	#VALUE!
SUBTOTALS				#VALUE!	#VALUE!	#VALUE!	\$0.00	#VALUE!	#VALUE!

Send Invoice & Release for this Value:

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS	#VALUE!
TOTAL DUE THIS INVOICE	#VALUE!

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "E"

FINGERPRINTING REQUIREMENTS

SECTION 00510

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department Of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees

who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____



July 2015

OXNARD
SCHOOL
DISTRICT

**ATTACHMENT A:
MARSHALL NEW CLASSROOM BUILDING:
VISION & SPECIFICATIONS**

CFW

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ATTACHMENT A:

MARSHALL NEW CLASSROOM BUILDING

VISION & SPECIFICATIONS

SUMMARY

The Oxnard School District has adopted a Facilities Implementation Program to transform the functionality of school facilities and improve academic achievement. As a key part of its reconfiguration efforts, the District has decided to expand Marshall Elementary from a K-5 school with an academic strand focus on visual and performing arts into a K-8 Visual and Performing Arts Academy.

To achieve this, the District will construct a new 12-classroom wing that consists of the following:

- **Nine (9) learning labs** (i.e., general purpose classrooms) at 960 square feet each
- **Two (2) science labs** at 1,120 square feet each
- **One (1) performing arts lab** at 1,120 square feet

In addition to the 12 classrooms specified above, the new facility will require restrooms (1,000 sq. ft. in total), one 200-sq. ft. storage room to be shared by the science labs, and one 200-sq. ft. storage room attached to the performing arts lab.

As Marshall Elementary already hosts an academic strand focus in the visual and performing arts for K-5 students in its existing facilities, the new classroom wing will serve the needs of middle school students. At State loading standards of 27 students per room (Grades 6 through 8), up to 324

students will be able to be accommodated in the new 12-classroom wing. Alternately, by the District loading standard of 36 students per room, 432 students in Grades 6 to 8 will be accommodated in the 12 classrooms.

The vision and specifications for each type of room have been developed with the input of District staff as well as teachers, former school administrators and professional facilities consultants. Collectively, the criteria specified are provided to supplement approved Educational Specifications and provide a framework for room design appropriate for 21st century classroom instruction.

As such, a thorough understanding of the functions performed in these rooms is critical so that the form can adequately follow. Much of the functionality in the new classroom wing will be achieved through innovative choices on furniture, fixtures, and equipment. As the essence of the project, these elements will enable instructors to transform their teaching pedagogy. When in doubt, the design team is encouraged to consult with Caldwell Flores Winters, the District's Program Manager and author of this document.

LEARNING LABS: VISION & SPECIFICATIONS

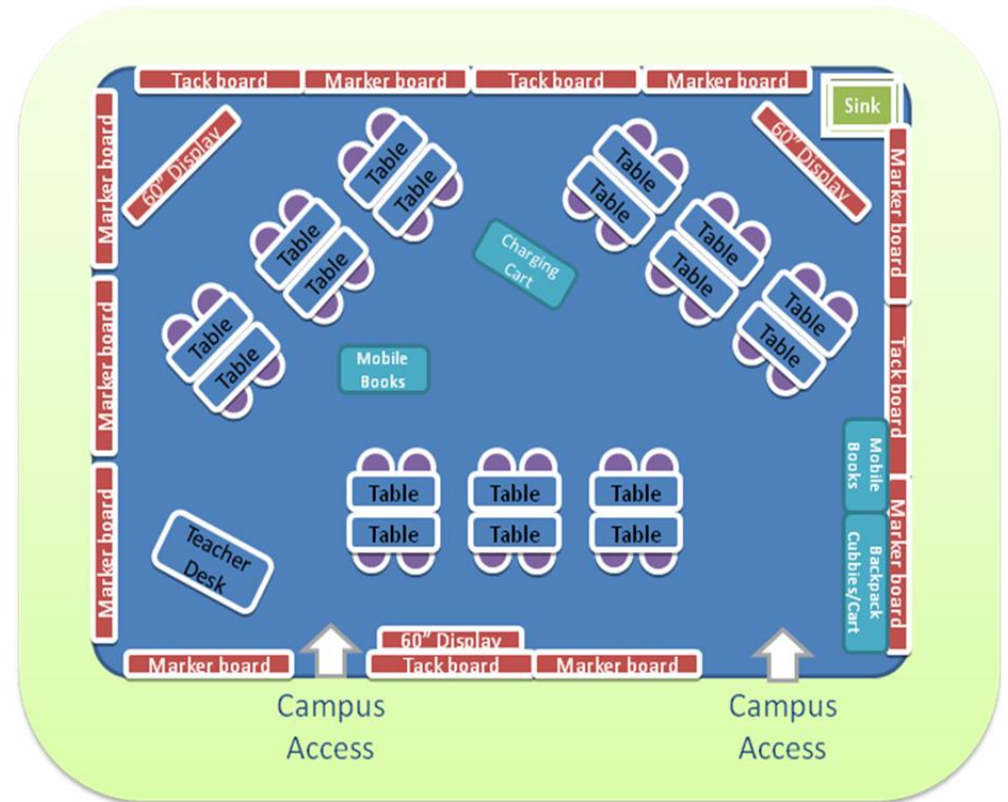
OVERVIEW

Nine (9) “learning labs” in the new classroom wing will be built for classes in core subjects, such as English language arts, math, and social studies, as well as classes relating to the school’s academic strand focus of visual and performing arts that do not require the specialized interior or equipment of a performing arts lab. These learning labs, each 960 sq. ft. in size, may be considered the 21st century equivalent to general-purpose classrooms.

VISION FOR THE LEARNING LABS

When you enter the Learning Lab in grades 6-8, you see students working in groups of 4 or 5 engaged around a specific content area: math, social studies or language arts. It is noisy with the sounds of students collaborating, interacting and learning. Some students are working at tables with some sitting and others standing at the white board drawing a diagram to explain their solution to their peer group. Other students are using an electronic device to help solve the problem they have been given to solve. This particular class is a math class. The students are working in groups trying to solve a math problem based upon the real life situation that requires a math solution. The teacher walks around the room answering questions related to the problem the groups are trying to solve. At times, the teacher directs students to find the answers on their mobile device. As the teacher interacts with the students, he realizes that two groups of students have forgotten a formula presented to the class the previous day. Understanding of this formula is necessary to help solve the math problem. He commands the attention of both groups and projects the information

needed to clarify the concept on the monitor that is nearest to their group. A third group of students asks the teacher to come and review their solution that they have diagramed on the white board. The solution works so the students take a picture of it with their mobile device and save it to their work file. Another group of students are projecting their work from their devices onto the Wi-Fi monitor near their work group so that all students in the group can interact with the information.



Fifteen minutes before the end of class, the teacher asks all of the students to save their work in the cloud file designed for the student in this class. The students then turn their attention to the teacher in the front of the room. He projects a web site from his mobile device onto the monitors in the classroom and introduces them to the new algorithm they will be learning tomorrow. The students are encouraged to ask questions of the teacher and of their table groups.



The teacher asks for feedback from each group regarding the work they have completed for the day. Each group sends their response via their mobile device. The graph related to the students' feedback is displayed on the monitor for all to see. The teacher uses this information as a beginning place to begin instruction on the following day. The students leave when the bell rings and go to their next class.

The classroom is designed to foster creativity, investigation and inquiry as well as collaboration. It is designed for maximum flexibility and makes the students feel welcome and comfortable.

In the classroom, there are four multi-use carts to store student work items and learning materials. At least one of the multiuse carts has the capability to recharging the 1:1 devices. There are two movable bookshelves to store student work and learning supplies. There are cabinets, but they are reduced in number compared to a traditional classroom. The need for supplies has been reduced by the use of the mobile devices which store textbooks and other books the students need as well as provide internet access for research. There are hardbound books and other learning manipulates in the classroom but they too are reduced in number.

The teacher has a desk off to the side or at the back of the classroom. There is one two drawer filing cabinet and a laptop computer for the teacher.

SPECIFICATIONS OF REQUIRED ELEMENTS

Learning Labs must, upon completion, be fully furnished and equipped to realize the above vision. Classrooms must also conform to the Educational Specifications approved by the Board of Trustees. **All estimates and budgets must include the cost of**

furniture, fixtures and equipment.

FURNITURE AND FIXTURES REQUIRED

Tables and seating: Tables are 2 feet by 4 feet and arranged into a configuration of eight "pods," each providing 4 or 5 seats. Tables are stackable and provided at a size appropriate for sixth through eighth grade age students. Both the tables and chairs have casters that can be locked to provide for easy movement and flexibility. Tables and seating accommodate 36 students, per District loading standards.



Tackboards: There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tackboards are preferably placed at floor-ceiling height to provide maximum utility to available wall space. A typical

wall panel may be 8 feet in height by 4 feet in width, and be interspersed with similarly sized wall panels that provide a writable surface (see marker boards).

Marker board (whiteboard): Multiple writable surfaces are required on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for drawing, writing practice, or group activities. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. They may also be used to limit light instead of blinds to limit light into the Learning Lab as necessary. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.

Sinks: Water supply will be required on occasion as a component of art and science activities or clean-up. One sink is required in the classroom area and should be accessible to the height of sixth through eighth grade students.

Window Coverings: Walls with windowed surfaces may be covered by marker boards and/or tackboards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced.

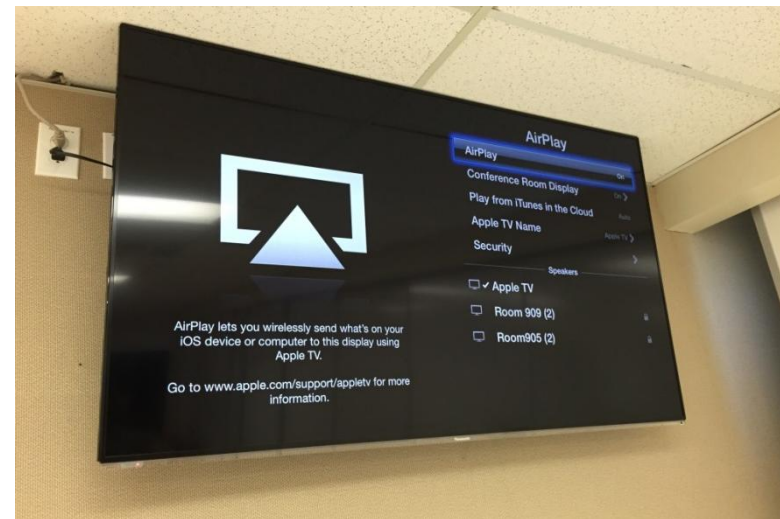
Platforms, shelves, and cabinetry: Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions. A limited supply of casework is required within the classroom for storage of “everyday” use manipulates and supplies. Cabinetry underneath and around the classroom sink is appropriate. Four multiuse carts need to be provided to store books and learning materials with one having the capability to recharge 1:1 devices.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare

on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED

Flat screen display: Three flat screen displays measuring at least 60 inches diagonally is required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in Wi-Fi equipment or an attached accessory device that provides Wi-F accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors.



The display should be mounted on a reliable adjustable arm positioned so that the bottom of the display is 5 feet above the floor. The mounting should also provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an

approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the display. The instructor is able to do this from one control or from a handheld device. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a slideshow or demonstrate a mobile device app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device – to be used for alternate devices that generate a video or audio source

Voice Amplification System: A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Front Row System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room.

Student computing devices: The District's Technology Program will equip students with a mobile device (e.g. mini-tablet) to be used within this high-tech Learning Lab environment. The design team should engage the District's Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

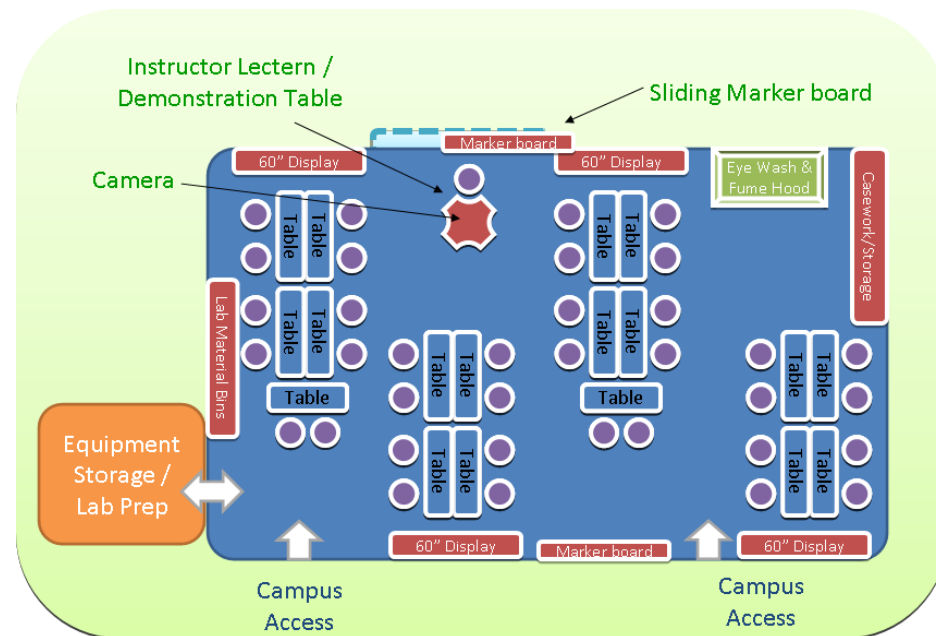
SCIENCE LABS: VISION & SPECIFICATIONS

OVERVIEW

The Oxnard School District has adopted a Facilities Implementation Program guided by a mission to transform the functionality of school facilities and improve academic achievement. This document is provided as a supplement to the selection package and conveys the programming requirements and vision for design of science labs for pupils in grades 6-8.

VISION FOR THE SCIENCE LABS

As you enter the science lab, you notice students actively engaged in the learning of science. They have space to observe and investigate, both physically as well as digitally. Students have space in which to record their



observations and investigations into the wonders of science. Most often, they work in groups of 4 to 6 students. Sometimes, when a lesson is being introduced by the teacher, the students are watching a large flat screen display that is mounted on the wall near their group. The displays all show a live image from the instructor's table, where, for example, the instructor is pointing out the equipment that will be used in an upcoming lab activity.

In this particular lesson, the instructor wants to point out a particular detail on one of the flasks to demonstrate how students will make measurements in the experiment. With a remote control the instructor adjusts the camera to zoom in on this detail. All students are deeply engaged at their nearest monitor.

At other times, all of the groups are working on different science curriculum. Some students in a group will be looking up information on their hand held device; other students will be assembling a lab experiment or a



model. The students will be projecting onto the monitor near their work group information, pictures or videos they have found on the internet to support their research or curriculum they are learning. At other times, they watch as the teacher projects onto the monitor information necessary for the curriculum they are studying.



Storage cabinets have been reduced in quantity as compared to a traditional classroom; there is less need for textbook and curriculum material storage now that much of this material is digitized on student laptops and tablets. There is a storage room for the equipment, supplies and chemicals needed for classroom instruction (e.g. acids, flammables, and corrosives used in chemistry or microscopes and slides used in biology). Some casework is provided for storing items that cannot otherwise be kept in the adjacent lab prep workroom. Marker boards are available on most walls, and where windows occupy greater than 20% of the vertical wall space, a floor-to-ceiling marker board installed on a track may be “rolled” in front of the window to provide additional instructional space as well as temporary obstruction of natural light when digital projectors are in use or light sensitive experiments are taking place.



In the neighboring science lab an instructor is wrapping up a demonstration of various microscopic organisms. The instructor places a series of slides under her digital microscope and students instantly see a reproduction of the image on monitors around the room. Students react with excitement as they view these greatly enlarged images of the rapidly moving organisms.

As the instructor wraps up this demonstration, she activates a switch so that each of the large displays mounted above work tables are now showing an enlarged image that duplicates what is seen on the iPad she is holding. The students watch as the instructor taps her device to enter in a website address, then demonstrates how students can do so themselves to enter feedback. Using this student feedback website, she asks students to answer various questions about the organisms they just observed. As the students use their own tablet, netbook, or smart phone (all can be utilized, as the website is platform-neutral) to wirelessly transmit responses to questions, the instructor displays pie or bar charts on the large displays so that the students can see and comment on the percentage of their peers selecting various options.

SPECIFICATIONS OF REQUIRED ELEMENTS

Science labs added or reconfigured as part of the Marshall project must, upon completion, be fully furnished and equipped to realize the above vision. Labs must also conform to the Educational

Specifications approved by the Board of Trustees.

FURNITURE & FIXTURES REQUIRED:

Tables and seating: Tables are 2 feet by 6 feet and may be adjusted in height to accommodate either seated or standing students. Height adjustments must be simple to activate (e.g. using a lever that adjusts pneumatic table legs or turning a crank wheel) and be feasible without the use of tools or other equipment. Seating is stackable or height-adjustable in a similar fashion to the tables, and is either provided as a chair or lab stool.

Tables and seating accommodate 36 students, per educational specifications. An adjustable height demonstration table, lectern, and instructor chair is also provided. Each is on wheels and can be utilized in the center or any side of the room.

Marker board (whiteboard): Multiple writable surfaces must be placed on wall surfaces throughout the room, preferably at floor-ceiling height to allow students and teachers to use available wall surfaces for group brainstorming and note-taking. Maximum flexibility will be achieved if surfaces are available on each of the four walls of the room. Design solutions that provide the ability to slide boards upwards or to the side in order to reveal tack-board surfaces beneath are highly encouraged. Walls with windowed surfaces should include marker boards that slide on a track so as to provide the option of obscuring the windows when additional writing surface is needed or darkening the room when natural light needs to be reduced. Marker boards should also be magnetic, to allow for instructors to attach student exemplars where needed for instruction.



Sinks: Water supply will be required on occasion as a component of lab work, as well as drain access for the disposal of safe liquids during lab cleanup. In order to minimize queuing by students, six sinks are recommended. As the use of sinks is incidental to typical daily use of the science classroom, their placement should be subservient to other classroom elements. This will allow their function to be utilized when necessary, but prevent them from otherwise being “in the way” when other flexible arrangements are desired. The design team should explore water source options that may consolidate multiple faucets into a single long and narrow “trough” arrangement. For example, a long and narrow arrangement along a wall would provide multiple points of access to water and drainage in order to reduce waiting, while limiting the total lineal footage of wall space dedicated to this use. Casework above the sink should be eliminated in favor of a water-resistant backsplash that may be covered by a marker board that utilizes a mounted track to slide into position in this area when needed.



Platforms, shelves, and cabinetry: Casework, whether below a counter top or wall mounted as a storage cabinet, obstructs the ability of students or instructors to use wall surfaces for writing. Therefore, any storage area must be minimized and consolidated to allow a maximum amount of unencumbered wall space. An appropriate solution would provide cabinet storage underneath sinks as well as limited open shelving above sinks.

Lab safety fixtures: Standard fixtures should be provided (e.g. fume hood, eye wash station) within a design that does not compromise other desired elements.

Lighting: Lighting fixtures should provide a general condition of room illumination to allow sufficient legibility of materials, while minimizing glare on electronic screens. Options to provide energy efficient solutions may be considered.

EQUIPMENT REQUIRED:

Flat screen displays: A minimum of four displays measuring at least 60 inches diagonally are required to support the vision described herein. Display requirements include a minimum of 3 HDMI (High Definition Multimedia Interface) inputs, and either built-in WiFi equipment or an attached accessory device that provides WiFi accessible services. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors. Displays should be mounted on reliable adjustable arms that provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

Digital camera: Cameras shall be provided that allow the instructor to generate a live video feed of their demonstration area so that students can more clearly observe lab activities. One camera should not be mounted in a permanent location (e.g. the ceiling). Instead, the location of this camera should change as the location of the demonstration area changes. Another camera should be provided at a fixed point near the fume hood for use when demonstrating lab activities taking place underneath this area.

Digital microscope: A digital microscope should be provided (either hand-held or table-top) to allow for magnification of objects used in science activities. The microscope should feature an interface that plugs in to an input source when needed, but can be otherwise removed and stored when not required.

Classroom video/audio source selection switch: A switching mechanism shall be provided that allows the instructor to quickly adjust the video or audio source being provided to the displays around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include:

1. Laptop or tablet connected to the instructor's station (e.g. enabling the instructor to share a PowerPoint slideshow or demonstrate an iPad app)
2. DVD player (e.g. enabling a single video to be duplicated on all screens simultaneously)
3. Digital camera and/or document camera (described above)
4. Auxiliary device (e.g. connection of a digital microscope as described above, or alternate devices that generate a video or audio source)

Voice Amplification System: A system for amplifying the instructor's voice shall be provided to improve the audibility of the instructor throughout the classroom, such as a Red Cat System. The system requires a wireless microphone attached to the instructor, a receiver unit, and a method of conveying the audio through speakers around the room. It is acceptable for these speakers to be the same that are built into the flat screen displays, though this is not a requirement. In such a case, audio from voice amplification would need to coexist with any audio produced by the currently selected input source.

Student computing devices: The District’s Technology Program will equip students with a mobile device (e.g. tablet or laptop) to be used within this high-tech classroom environment. The design team should engage the District’s Chief Information Officer (CIO) in the selection of the above equipment to ensure compatibility where required.

SUPPORT SPACE REQUIRED:

Lab Storage Area: Educational Specifications state that a total of 200 square feet of lab storage space is to be provided for every two 1200 square foot science labs. This ratio does NOT require that work room space have shared access from multiple classrooms. Efforts to design the work room space in a manner that compromises a classroom interior design consistent with the above vision are highly discouraged.

A single classroom attached to a 100 square foot lab prep room is an acceptable solution. In such an example, the rectangular space would contain a long wall that provides lockable cabinetry (e.g. for chemical storage) below a counter top as well as open shelving running the length of that wall above the counter top. As much open shelving as possible should be provided. Sufficient open floor space is needed to allow a cart to be rolled into the room, loaded with supplies by the instructor, and then rolled back out into the classroom for student instructional use. To the extent possible given this open space requirement, shelf space should be provided from floor to ceiling on up to two additional walls. A fourth wall shall remain clear to allow for entry and egress by the instructor and rolling carts.

PERFORMING ARTS LAB: VISION & SPECIFICATIONS

OVERVIEW

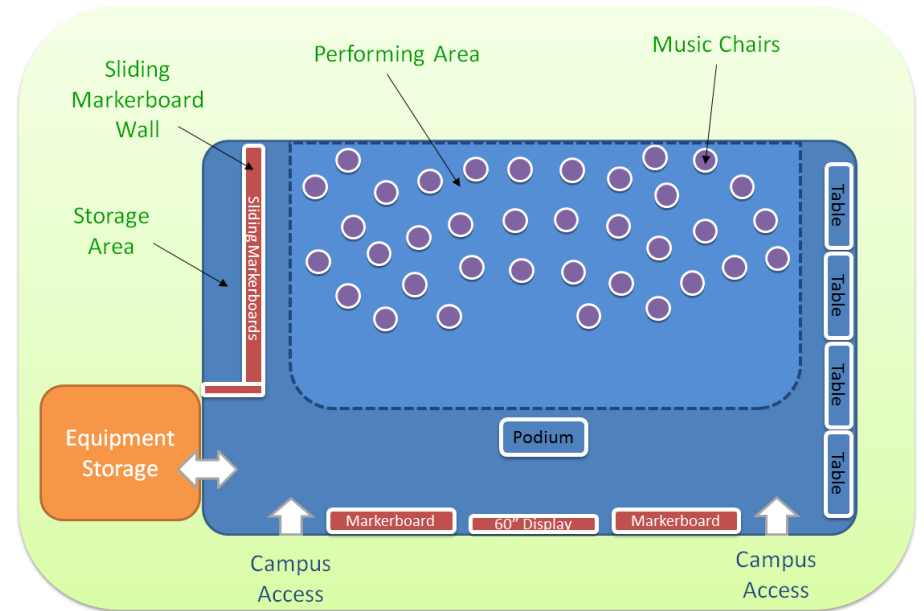
A single performing arts lab will be built in the new classroom wing to house classes from sixth to eighth grades in computer-assisted design and the digital media arts (e.g., illustration, typesetting, graphic design, coding, app design, etc.). The lab will be a key element to Marshall Elementary’s conversion into a K-8 school with an academic pathway in the arts.

VISION FOR THE PERFORMING ARTS LAB

The performing arts lab will be designed specifically for use as a drama room and band/choir room in Grades 6 to 8 as a direct extension of Marshall Elementary’s existing K-5 academic strand in the visual and performing arts. The room will have acoustical panels and other features appropriate for instructing students in music and drama. Along one wall, floor-to-ceiling sliding markerboards will be installed, alongside access to a 200-sq. ft. storage room for chairs, music stands, instruments, props, costumes, and other equipment.

The performing arts lab will be designed for arts instruction only—it will not serve as a performance venue and will not require the installation of extensive stage equipment or lighting. However, the room will be equipped with speakers and microphones for the use of musical instruction, and, similar to the other rooms in the new classroom wing, an HDTV monitor will be mounted to the wall. Two or three flip-up tables and mobile storage cabinets will be provided in the room for various uses, along with a teacher’s desk. Otherwise, the room will be generally free of other kinds of

furniture to create an open and uncluttered space suitable for the performing arts.



SPECIFICATIONS OF REQUIRED ELEMENTS

The new classroom wing must be furnished and equipped to realize the vision for the different kinds of learning spaces contained within and conform to the Educational Specifications approved by the Board of Trustees. Specifications are described below to assist firms in developing proposals that are responsive to the needs of the project. Specified elements are required in the room as noted below.

FURNITURE AND FIXTURES REQUIRED

Music Chairs and Stands: Thirty-six (36) lightweight, foldable chairs designed for music instruction will be provided in this room, along with 36

music stands. The teacher will be provided with a maneuverable desk and lectern and height-adjustable swivel chair, just as in the digital arts lab.



Examples of stackable music chairs and stands for illustration purposes only; actual products selected for the project may vary.

Storage Carts and Cabinets: Instead of built-in casework (except where noted in the vision section of this document), all rooms will use mobile storage carts and cabinets to meet any classroom storage needs.



Examples of mobile storage carts and cabinets for illustration purposes only; actual products selected for the project may vary.

Markerboards: Markerboards must be installed on one wall, preferably at floor-to-ceiling height to allow students and teachers greater use of the wall. Design solutions that provide the ability to slide markerboards to the side in order to reveal tackboard panels beneath are highly encouraged.

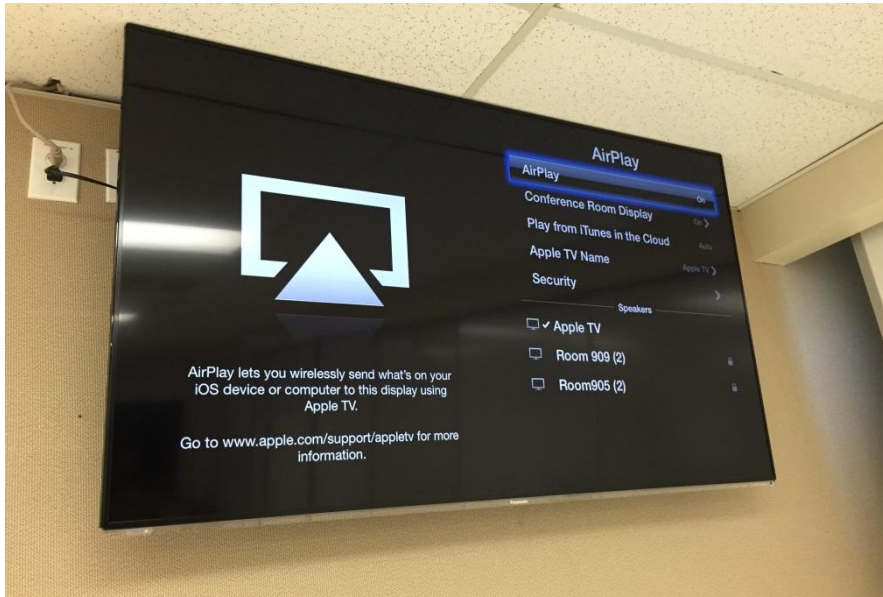
Walls with window openings may include markerboards that can slide on a track and cover the windows when additional writing surface is needed or the room needs to be darkened.

Acoustical Panels: Affixed to the walls or suspended from the ceiling, as appropriate, sound-baffling acoustical panels will be required to reduce reverberation in the room and optimize the quality of voice and musical performances.

Utility Sink: A utility sink will be required in the performing arts lab to serve various utility purposes, including the care and maintenance of musical instruments, drama class props, and cleanup of supplies in the maker's room. A single large sink station with a small amount of counter space and built-in storage adjacent to it will be appropriate in each lab.

EQUIPMENT REQUIRED

HDTV Displays: At least four HDTV displays measuring 60 inches or more diagonally are required to support the vision for the learning environments in the 12-classroom wing. Each HDTV must be Wi-Fi capable and have three or more HDMI (High Definition Multimedia Interface) inputs in order to integrate with the HDMI matrix switcher. These specifications are consistent with industry practice for commoditized television displays. As a result, the selected display is more likely to resemble a low-cost consumer model available at many discount retailers than a specialized technology available through educational component distributors.



Example of a 60-inch HDTV mounted to a classroom wall for illustration purposes only; actual products selected for the project may vary.

Displays should be mounted on adjustable bracket that provide the option of extending the display out from the wall 1-2 feet and thus permitting the display to pivot to the left or right for an approximate turning angle of 45-90 degrees. Cabling should be obscured behind the mount and within the wall.

HDMI Matrix Switcher: A switching mechanism shall be provided that allows the instructor to control the video or audio feeds to each display around the room. This is to be utilized when a single source will be duplicated on all displays in the classroom. For example, sources selectable from the switch may include the instructor's laptop, a DVD player, etc.

A/V Device Mount: A mountable solution shall be provided for attaching auxiliary audio-visual devices to the rear of the flat screen display or to a section of nearby wall, in order to reduce reliance on furniture or fixed cabinetry.

Storage Room: A storage room for musical instruments, music stands and chairs, props, and other equipment will be required for the performing arts lab. A sink station and adjacent counter space will be required in this room for use by students maintaining their instruments or cleaning up after class.

RESPONSE to
REQUEST for ARCHITECTURAL SERVICES for
MARSHALL NEW CLASSROOM BUILDING



OXNARD SCHOOL DISTRICT

July 17, 2015

July 17, 2015

Mr. Yuri Calderon, Chief Operating Officer
Caldwell Flores Winters, Inc.
ycalderon@cfwinc.com

RE: Response to Request for Architectural Services for Marshall New Classroom Building

Dear Mr. Calderon,

We truly believe in Oxnard School District's mission and vision of "Empowering All Children to Achieve Excellence." As an architecture firm that has been dedicated to K-8 planning and design for more than 63 years, CSDA will provide a team with a true commitment to creating exceptional and imaginative learning spaces. We see the Marshall New Classroom Building as a wonderful opportunity to collaborate with the District to design a safe, healthy and supportive 21st century learning environment that will contribute to the ongoing pursuit of excellence for the District.

Our conceptual understanding of the project is that it will include a performing arts lab (and storage), two science labs (and storage), nine learning labs and other support spaces, as well as additional siting requirements and parking. To meet the design needs of the project, our team will focus on the following priorities: cost (adhering to the approved budget), schedule (meeting an aggressive design schedule), aesthetic appearance (tying in the new building's look and feel with the existing fabric of the campus), 21st century design principles, flexibility, and achieving DSA approval in a timely manner.

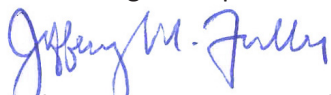
CSDA has experience with all three design methods as presented in the RFP - custom design, reuse of existing plans and modular structures. Each of these methods has their own benefits, but to best meet the specific needs of this project, our team is proposing a new custom design. With the designated design schedule of 12 months, a custom-built classroom building can meet your program identically, while providing the best solution to meeting the aesthetic appearance criteria set forth in the RFP. In addition, a custom design approach will also allow for the greatest amount of flexibility for future adaptation/reuse, while still adhering to the budget. We feel that other design options would require the District to sacrifice some of the key program elements.

Based on our experience with the lease-leaseback delivery method for other school districts, our recommendation is to move forward with a team approach and bring the contractor on board from the start. In the past we have partnered with many contractors, including Del Amo Construction. We have recently completed four similar classroom building projects (STEM Pods) using the lease-leaseback method with Del Amo for Vaughn Next Century Learning Center, while meeting the client's aesthetic criteria, tight/aggressive schedule and budget.

In regards to design fees, inclusive of all architectural design services to satisfy DSA approval and ongoing services required during the project, we estimate that this project can be completed for a \$482,000 architectural/engineering fee. This is all-inclusive of design services as requested in the RFP. The provided budget is adequate to meet the overall parameters of this project. For more details, please see Section 7 of this proposal and reference the Excel spreadsheet we have provided.

We look forward to the possibility of being selected as your architect for the Marshall New Classroom Building project, and we look forward to having the opportunity to further discuss our design concepts during the interview phase of the selection process. Please feel free to contact me at (310) 301-4775 or at jfuller@csdadesigngroup.com.

Sincerely,
CSDA Design Group



Jeffery M. Fuller, AIA, LEED® AP
President

1. Similar Projects

Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project as referenced in the Project Description.

CSDA has completed several projects similar in size, scope and function to the proposed Marshall New Classroom Building in the last five years. Below is a matrix which summarizes the key characteristics of each:

Date	Project Name	Design Type	Client	Cost	Size
*2018	Olive Vista Middle School New Gymnasium & Multi-Purpose Building	New Custom Design on an Existing Campus	Los Angeles Unified School District	\$18,254,487	28,539 SF
*2017	Victor Valley High School Administration Building	New Custom Design on an Existing Campus	Victor Valley Union High School District	\$15,000,000	32,365 SF
*2017	Hook Jr. High School New Facilities	New Custom Design on an Existing Campus	Victor Valley Union High School District	\$7,000,000	30,357 SF
2015	Global Green Generation Academy STEM Learning Pods (See page 3)	New Custom Design	Vaughn Next Century Learning Center	\$4,032,565	17,500 SF
2015	Pandaland Center STEM Learning Pods (See page 3)	New Custom Design	Vaughn Next Century Learning Center	\$3,696,977	15,500 SF
2015	V.I.S.A. High School STEM Learning Pods (See page 3)	New Custom Design	Vaughn Next Century Learning Center	\$3,374,205	14,000 SF
2015	Vaughn Community Center for STEM Support (See page 3)	New Custom Design	Vaughn Next Century Learning Center	\$2,696,251	9,000 SF
2014	East Palo Alto Academy Campus Expansion (See page 4)	Re-Use of DSA Approved Design	Sequoia Union High School District	\$9,800,000	20,000 SF
2012	Global Green Generation Academy	New Custom Design	Vaughn Next Century Learning Center	\$15,320,785	70,000 SF
2012	ELA Star Hilda L. Solis Learning Academy & Gymnasium	New Custom Design on an Existing Site	Los Angeles Unified School District	\$5,876,203	85,500 SF
2012	Pacoima Enrichment Academy (See page 5)	Modular Structure	Pacoima Charter School	\$3,718,218	17,633 SF
2012	Tyrrell Elementary School	New Custom Design	Hayward Unified School District	\$26,296,000	68,600 SF
2010	San Pedro High School New Gymnasium	New Custom Design on an Existing Campus	Los Angeles Unified School District	\$11,149,662	20,975 SF

*estimated project completion date

CSDA has recent similar experience in each of the design methods being considered for the Marshall New Classroom Building. A summary of each method is provided on the following pages.

STEM LEARNING PODS & COMMUNITY CENTER

Vaughn Next Century Learning Center
PACOIMA, CA

EXAMPLE OF A NEW CUSTOM DESIGN OPTION



GLOBAL GREEN GENERATION ACADEMY STEM LEARNING PODS

DATES

Design 7/2013 - 6/2014
Construction 7/2014 - 8/2015

BUILDING SIZE(S)

Varies 9,000 - 17,500 SF

STEM LEARNING PODS

13 Pods @ approx. 3,000 SF each

MULTI-PURPOSE ROOM

2,400 SF

TOTAL COST

\$13.8M

CSDA is providing architectural services for four new STEM Learning Pod buildings on four separate sites (Del Sur St., Filmore St., Daventry Pl., and Eustace St.) with one new multi-purpose room at the existing V.I.S.A. High School. These buildings are a part of the Vaughn Next Century Learning Center charter school campus in Pacoima, California.

All four projects will be based on the pod concept and design of the Global Green Generation Academy (G3). Although the G3 School pod design will be used as a basis for design, the pods will vary in size and shape from site to site, due to the differing physical constraints of the individual sites. Each building varies from approximately 9,000 to 17,500 total SF and although separated, these new buildings will provide a physical connection to the existing campus. Additionally, CSDA's design will provide as much green space, shade and additional parking as each site will allow.

The learning pods are large open spaces that house multiple classrooms or can be utilized as one large group learning space. These larger learning spaces facilitate the STEM (Science, Technology, Engineering, & Math) curriculum taught, by providing as much flexibility as possible and state-of-the-art technology. In an effort to deliver the most energy-efficient buildings possible, CSDA designed these learning pods using California High Performance School (CHPS) guidelines and standards.



VAUGHN COMMUNITY CENTER FOR STEM SUPPORT



PANDALAND CENTER STEM LEARNING PODS

**EAST PALO ALTO ACADEMY
CHARTER HIGH SCHOOL
CAMPUS EXPANSION**

Sequoia Union High School
District
EAST PALO ALTO, CA

EXAMPLE OF THE RE-USE OF
EXISTING DSA APPROVED PLANS



DATES

Design 8/2013 - 11/2013
Construction 1/2014 - 8/2014

CSDA provided architectural services for the expansion of a 280-student, Stanford University affiliated, charter high school within the Sequoia Union High School District. The project was delivered from start of design to substantial completion in less than 12 months and was completed on time and on budget.

BUILDING SIZE

20,000 SF

The site features a new 20,000 SF two-story, high-performance modular classroom building that was designed to exceed Title 24 energy savings standards by 40 percent and deliver a 100-year service life for the shell and structure. The building includes nine standard classrooms, a computer lab, a full chemistry lab with fume hoods, and a chemical storage room with an observation window for experiments that might require separation of the students from the reaction/event.

COST

\$9,000,000

Additional renovations to the site include .88 acres of landscape improvements which utilize bio-filtration plants to treat 100 percent of stormwater onsite prior to draining to the bay. Also included were a staff parking lot, new basketball and volleyball courts, and a new courtyard.

The site, which is composed of fill over bay mud, required extensive ground improvements to prevent liquefaction. An incremental approval process with the San Diego Office of DSA allowed the team to expedite both hazardous soil remediation and ground densification operations while the balance of work was still in the design and approval phases.



PACOIMA ENRICHMENT ACADEMY

Pacoima Charter School
PACOIMA, CA



EXAMPLE OF A MODULAR STRUCTURE

DATES

Design 7/2010 - 10/2010
Construction 1/2011 - 1/2012

BUILDING SIZE

17,633 SF

COST

\$3,750,000

In 2012, CSDA completed site work and construction administration of a new 17,633 SF **two-story modular** kindergarten building for Pacoima Charter School in Pacoima, CA. The first floor consists of four classrooms, restrooms, an administration suite with nursing station and offices, as well as a lunchroom with food preparation area. The second floor consists of six classrooms, restrooms, a teacher resource room, and storage area.

Our scope of work included design coordination between the site and building, and coordination with the school administration and City of San Fernando regarding logistics and placement of a new fire lane and pick-up/drop-off area. Since the new school would be located adjacent to the Global Green Generation Academy (G3), which was also designed by CSDA, we determined that the best option for the fire lane would be a joint-use area located on the G3 site. The new fire lane allowed for a safe area for student pick-up/drop-off as well as a connection point between G3 and the Pacoima Enrichment Academy.

Other specific design considerations were a custom-designed, covered lunch shelter as well as coordination and site work for the playground shade structures.



2. Design Concepts

Provide design concepts that meet the project requirements and indicate whether you are assuming the creation of new custom designed plans, a re-use of existing DSA approved plans adjusted to fit the site, or an appropriate modular structure adapted to meet project requirements.

Below is a matrix created to show the benefits of each design delivery option. Each characteristic was ranked on a scale of 1-10 as it relates to the following project types: new custom designed plans, re-use of existing DSA approved design, and modular structures. Based on the results of our evaluation, CSDA recommends that the Marshall New Classroom Building be a new custom designed building. The results of CSDA’s evaluation are shown below.

	New Custom Designed Plans	Re-Use of Existing DSA Approved Design	Modular Structures
Overall Cost of Design	7	7	9
Overall Cost of Construction	8	8	6
Design Schedule	7	8	9
Construction Schedule	7	7	9
Campus Aesthetic Compatibility	10	7	4
Program Flexibility	10	8	5
21st Century Learning Components	10	8	6
Building Site Adaptation	10	7	5
DSA Approval Time	5	7	9
Overall Customization	10	7	5
Total Score	84	74	67

Note: Scoring is based on a scale of 1-10 with 1 being the least desirable and 10 being the most favorable.

Design Concept

On the following page, we have included samples of our proposed design concept (1st Floor Plan and rendering) for the Marshall New Classroom Building. A full set of CSDA’s proposed concept documents can be found in Appendix A at the end of this proposal package. After reviewing the site restrictions and opportunities, we propose to locate the building in the grass field area along Thurgood Marshall Drive as opposed to placing it at the location shown in the RFP. We propose this location due to conflicts with the existing fire lane, but also to take advantage of increased safety for the students during construction. Moving the construction zone activity away from student occupied areas will also allow for the minimization of construction phasing. The building design takes advantage of Oxnard’s temperate climate by providing natural daylighting and ventilation to the classrooms by way of rolling glass doors that open to an exterior walkway. This design also provides exterior break-out learning spaces and a strong connection to the existing campus via courtyards and walkways. The walkways serve as a “pedestrian link” to the existing campus and are highlighted by colored pavement and accented entryways. Our design also proposes moving the required new parking spaces to the existing main parking lot. We propose reconfiguring the existing parking lot and adjacent areas to accommodate the required 20 new parking spaces, which will maintain vehicular traffic within one designated area and away from the campus proper.



FLOOR PLAN - 1ST FLOOR

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



CFW
Planning and Financing Center
Schools for Tomorrow's Students

CSDA | DESIGN GROUP



ARCHITECTURAL RENDERING 1

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



CFW
Planning and Financing Center
Schools for Tomorrow's Students

CSDA | DESIGN GROUP

3. Recommendations

Provide any recommendations that improve the functionality and effectiveness of the project, particularly with regard to delivering the proposed educational program.

After reviewing the RFP documents and design guidelines, our recommendations to improve the functionality and effectiveness of the new classroom building design are as follows:

Building Location

We believe that the proposed new classroom building location in the RFP is in conflict with the existing fire lane as well as the existing play structure and adjacent shade area. We have proposed a new location in the grass field along Thurgood Marshall Drive, that will better accommodate the program and create a strong connection with the existing fabric of the campus. This alternate building location allows for isolation of construction activity from student occupied areas and provides contractor access to the construction zone. This location allows for uninterrupted use of the play and shade structures throughout the year, while maintaining the integrity of the existing fire lane.

Building Footprint

CSDA is proposing a rectilinear design (as opposed to the footprint suggested in the RFP) along the east/west axis with an exterior walkway that allows for natural daylighting and ventilation as well as a visual connection to the existing campus. The design utilizes overhead rolling glass doors that provide for flexible teaching opportunities and access to the exterior courtyard.

Parking Location

We feel that consolidating all the parking into one area is beneficial as it removes vehicle activity from the campus proper. By analyzing the existing surface parking lot along Thurgood Marshall Drive, we will be able to accommodate the required 20 additional parking spaces through the redesign of the existing layout and adjacent areas. This redesign will allow for the opportunity to explore xeriscaping or drought tolerant vegetation.

Vision & Specifications

After reviewing the Marshall New Classroom Building Vision & Specifications package, we have developed comments and recommendations that we believe will improve the functionality and effectiveness of the new educational spaces.

Acoustics

Acoustics is a major component in the design of educational spaces. Concerns normally do not appear until the space is constructed and being used daily. Planning for acoustical design and treatments of an open, collaborative learning space is an extremely important part of the initial room layout and space planning. Our in-house acousticians work with the design team to develop acoustical criteria (for sound isolation, room acoustics and background noise) that are appropriate for the project's budget and functional requirements. Acoustical design strategies will be based on these criteria. **We will work with our in-house acousticians to assure that spaces are comfortable for learning and provide functional flexibility.**

Daylighting

We will provide daylighting to all educational spaces by designing windows and rolling glass doors that supply learning environments with ample natural light while reinforcing a connection to the exterior. Careful consideration will be given to building orientation, roof overhangs, wing walls, window sun shades (exterior) and glazing films. Proposed rolling glass doors will play an integral role in creating break-out space opportunities, such as providing generous access to small, protected courtyards outside of the classrooms. Room darkening will also be accommodated to allow for room use flexibility through the use of window coverings (interior and black-out curtains).

Storage

Current learning methodologies are moving towards technology-based learning tools. While the need for storage of textbooks and supplies has diminished, the need for storage within classrooms will always be there. We will work hard to minimize storage, as stated in the District’s Vision & Specifications package. However, we will look to identify opportunities for hidden storage areas such as behind marker and pin-up boards, within flexible furnishings, and under work surfaces.

Lighting

Artificial lighting is a centerpiece of all design and requires careful planning and execution. We have found through past experience that a mixture of direct and indirect lighting provides for the most pleasant learning environments (reduction of glare and minimization of eye strain). By including multiple switching arrangements and zoning within each space, flexible learning arrangements and energy savings can be realized.

Program Development & Verification

By utilizing the Oxnard School District’s Vision and Specifications as a basis for the design, CSDA and the District can work to develop a thorough and effective program to meet the school’s immediate needs (housing grades 6-8) and long-term needs (providing a K-8 education program on the Marshall campus). We propose a series of stakeholder meetings (facilitated by CSDA) to identify the needs of the current curriculum as well as the incorporation of 21st century learning components.



MARSHALL NEW CLASSROOM BUILDING
OXNARD SCHOOL DISTRICT



4. Proposed Timelines

Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the Project.

Listed below are strategies that CSDA recommends to help meet or accelerate the proposed timelines of the project.

Early Contractor Involvement

Bringing the contractor onto the team during the initial design phases will allow for reliable input regarding constructability, quality, durability, budget and schedule. Vetting this input early in the design process can eliminate late-phase design changes, which will save the District time and money.

District Buy-In/Sign-Off Concurrent with Design

Including the District as a key design team partner will allow for the timely approval of design and budget items. Finalizing design decisions and reconciling the budget at the completion of each design phase (Schematic Design, Design Development, and Construction Documents) assures that all the project basics (program, budget, and schedule) are sound and reliable from the beginning of design through the completion of design.

Proven Design That Is Easily Constructed

CSDA has custom designed several two-story classroom buildings, similar to the proposed Marshall New Classroom Building. For your project we would propose similar structural, mechanical, electrical, plumbing, communications, fire protection and building skin systems to those we have already designed. We feel this would allow the design process to move quickly and smoothly, as it would incorporate proven systems and construction techniques.

Expedited DSA Approval

Meeting with DSA early and often has proven to be a most effective way of reducing review and approval time. CSDA would discuss your project with DSA representatives during each of the design phases. During our early meetings (Schematic Design and Design Development) we would ask DSA to commit to a tentative submittal and review schedule. This technique has proven helpful to both CSDA and DSA in scheduling the work.

On certain occasions, CSDA has received approval to have plans reviewed in DSA's San Diego office rather than the project's local DSA office. In some cases this has greatly accelerated review times. As an example, CSDA provided architectural services for a new modular gymnasium project for the East Palo Alto Academy Charter High School. The project was headed for a long delay at the local Oakland DSA office. In order to avoid that delay and accelerate the DSA approval, CSDA's project architect contacted the Oakland DSA office to request that the project be transferred for review by DSA San Diego. They agreed and approved the project in half the time.

Project Portal

In cases where design teams are large, or there is a desire on the part of the District to involve multiple stakeholders, CSDA has found that a project portal on the District website is an excellent way to share information, store data, and solicit input. In these cases, the web portal serves as a communication acceleration tool that reduces lost time for stakeholder interaction.

5. Delivery Methods

Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-Leaseback contractor, in comparison with other delivery methods within the firm’s experience.

The lease-leaseback delivery method is reasonably new to the educational facility construction marketplace. CSDA has been actively involved since its inception. Over the last five years, CSDA has completed the design and construction of approximately \$450M worth of educational facilities projects. Various delivery methods and construction dollar amounts are shown below:

Delivery Method	Dollar Amount
Lease-Leaseback	\$300M
Design-Bid-Build	\$100M
Other (Design-Build, Design Assist, Negotiated)	\$35M

In completing lease-leaseback projects, we have experienced the numerous advantages associated with this delivery method, as compared with either design-bid-build and other delivery methods (design-build, design assist, and negotiated). These advantages include:

Partnering with the Contractor

The lease-leaseback delivery method brings the contractor on board as an important member of the design team early in the design process. This enables the architect to vet design ideas and constructability issues with the contractor during the initial design phases. By doing so, all team members (District, contractor, and architect) are able to share realistic expectations with regards to budget, schedule and quality.

Budget Flexibility

A lease-leaseback agreement binds the contractor to a fixed budget project cost for a fixed scope of work. If changes are required during construction to maintain the agreed upon cost, these changes are made in partnership with the District and the architect. We have found this process to be one of collaboration as opposed to one of conflict as we have experienced in the design-bid-build delivery model.

Schedule Acceleration

The lease-leaseback statute allows the contractor to prepare the final bid for the project while the drawings are being reviewed by DSA. In the design-bid-build model, contractors are not allowed to finalize bids until the construction documents have been approved by DSA. This can be a schedule savings of up to two months.

Shared Vision = Shared Success

CSDA’s experience in design-bid-build has included some excellent contractors that are interested in constructing the best building possible in strict accordance with the construction documents. Unfortunately, for districts, the low-bid environment does not always yield these excellent contractors. Our experience has been that oftentimes, low-bid contractors need to find change-order opportunities to achieve their profit goals.

These low-bid pressures are greatly reduced in the lease-leaseback model by bringing the contractor on board early in design phases, vetting cost, schedule and quality in advance and allowing the contractor and architect to work together in making change/quality decisions.

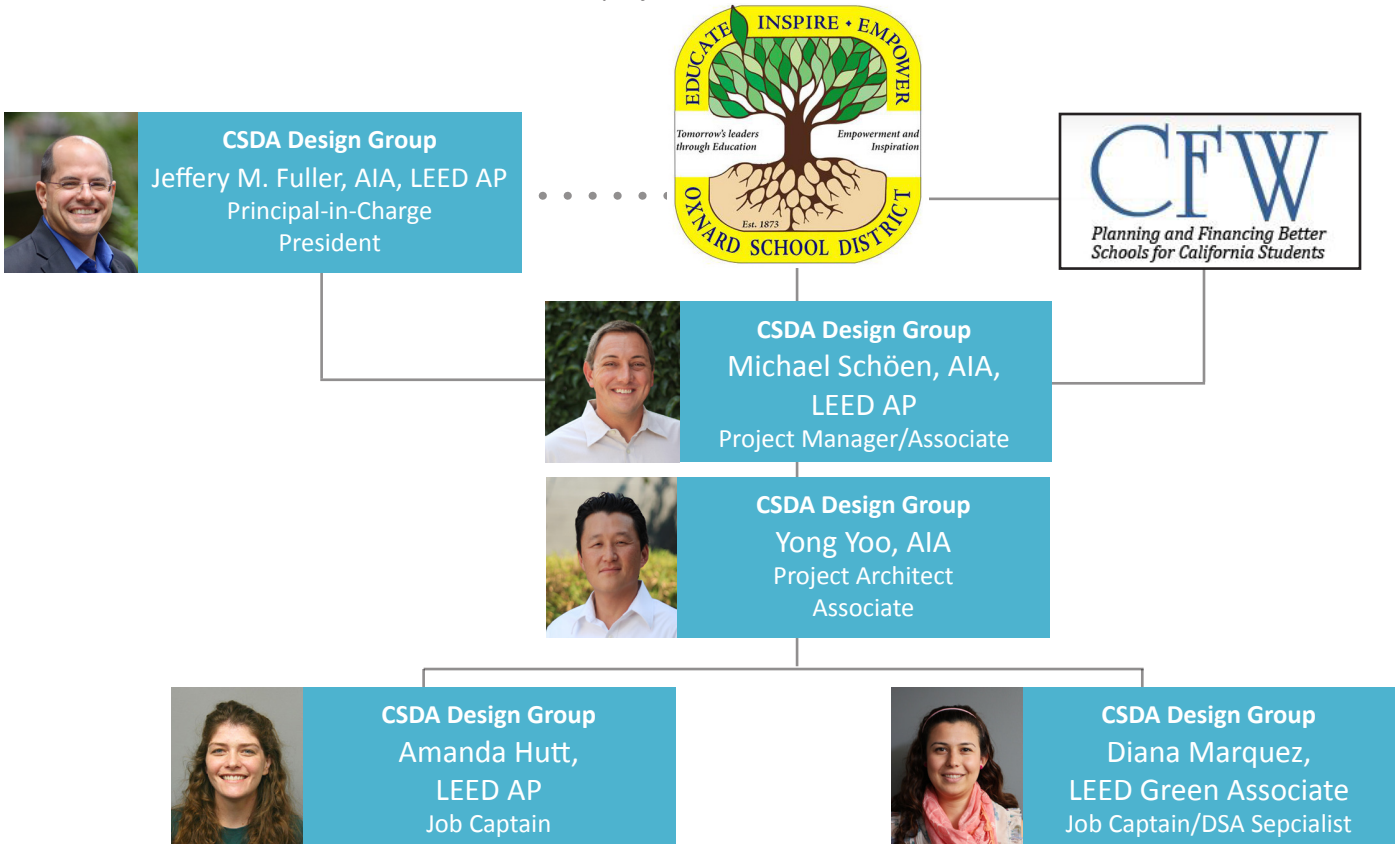


From left: Jeff Fuller, Yong Yoo, and Mike Schöen

6. Roles of Key Personnel

Discuss the role of the Firm’s proposed assigned personnel, the strengths and experience they bring to the project, and their level of participation to be expected on the project.

Our proposed assigned senior personnel – Jeff Fuller, Mike Schöen, and Yong Yoo – have worked together on 18 Southern California education projects. In addition, Jeff and Mike have completed 34 projects together. Our team will be dedicated to the Oxnard School District for the duration of the project.



Jeffery M. Fuller, AIA, LEED® AP, Principal-in-Charge

Born and raised in upstate New York, Jeff received a Bachelor of Architecture (B. Arch Degree) from Syracuse University. Jeff has more than 25 years in the industry. As Principal-in-Charge, Jeff will oversee the District's projects to assure timely completion and overall client satisfaction. Jeff will serve as an active member of CSDA's team. His in-depth knowledge of building code compliance requirements is integral to the successful completion of projects on schedule. Jeff assures clients' satisfaction through frequent communication and by providing the staff needed to complete projects on time and within budget. Jeff is licensed in the State of California.

Jeff's level of participation: 10%

Michael R. Schöen, AIA, LEED® AP, Project Manager

Born and raised in Orange County, Mike received his Masters of Architecture (M. Arch Degree) from SCI-Arc in Los Angeles and is a fifth generation Californian. Mike has more than 18 years of professional experience in designing new construction and modernization projects for K-12 schools. Mike's certification as a Project Management Professional with the Project Management Institute makes him well suited for management of the Oxnard School District's projects. Mike has designed modernizations and new construction for 48 K-12 schools over the past 10 years. Mike understands the close connection between the quality of an educational environment and a positive educational experience. Mike is licensed in the State of California.

Mike's level of participation: 50%

Yong Yoo, AIA, Project Architect

Yong received his Bachelor of Architecture (B. Arch Degree) from Cal Poly Pomona and is licensed in the State of California. Yong will manage the project design team and any sub-consultants, lead project staff, and produce deliverables. He has 18 years of education experience relevant to Oxnard School District's projects. Yong's portfolio over the past 10 years alone has been comprised of various project types, including 38 modernization and new construction projects for multiple public school districts. He is a service-oriented professional committed to delivering projects on time and on budget. Yong also has an excellent professional working relationship with DSA.

Yong's level of participation: 75%

Amanda Hutt, LEED® AP, Job Captain

Amanda received her Bachelor of Architecture (B. Arch Degree) from University of Southern California. With seven years of experience, she has worked closely with school district representatives, consultants, project inspectors, and special interest groups to ensure that everyone involved in a project is integrated early on in the design process. As Job Captain she is able to provide clients with immediate access for answers or interpretations. She has experience in hand rendering for presentations to better illustrate a project's possibilities.

Amanda's level of participation: 100%

Diana Marquez, LEED® Green Associate, Job Captain/DSA Specialist

Diana received her Bachelor of Arts in Architecture and City and Regional Planning from University of California, Berkeley. She has eight years of experience in architectural design and planning. As your DSA Specialist, Diana will assist with the DSA and Agency coordination. She is capable of gaining project certification and project close out. Her duties have included assisting project architects in all aspects of design and construction for K-12 educational facilities. She has specific experience with retroactive project close-out implementation, wherein she has been successful in investigating elusive documents and tracking down all proper documentation to obtain DSA close-out.

Diana's level of participation: 90%

7. Cost Estimate

Provide a line item conceptual cost estimate for the firm’s proposed design concepts. Total costs should be provided as “all-in” project costs that integrate hard and soft costs.

Based on the design concept proposed by CSDA, Del Amo Construction (CSDA’s lease-leaseback partner for the construction of STEM Learning Pods & Community Center - See page 3) has prepared a unit and unit cost, cost estimate that outlines our understanding of the project details by component. See pages 15-18 for line item breakdown.

“All-In” Project Cost Executive Summary

Project Estimated Construction Costs	
Estimated Construction Cost	5,149,310
Contractor Overhead and Profit	334,705
Insurance & Gross Receipts Tax	65,364
Construction Contingency	416,203
Total Estimated Project Construction Costs	\$5,965,583
Project Estimated Soft Costs	
Fixtures, Furnishings and Equipment (FF&E)	\$550,000
FF&E Design Fee*	19,250
Architectural and Engineering Fees*	462,750
Allowance for Additional Soft Costs	1,099,975
Total Estimated Project Soft Costs (including “additional soft cost allowance”)	\$2,131,975
Total Estimated “All-In” Project Cost	\$8,097,558

*Total all inclusive A/E fee for the project is \$482,000 (FF&E Design Fee of \$19,250 + A/E Fees of \$462,750)

Assumptions:

- 1) “Architectural and Engineering Fees” includes architectural, structural, civil, mechanical, electrical and plumbing services
- 2) Budget for “additional soft costs” is an allowance only. It is anticipated that this allowance is adequate to include costs consistent with industry standards in the following areas:
 - Permit fees
 - Testing and inspection fees
 - Geotechnical services
 - Site survey
 - Landscape architect
 - Design contingency
 - Project contingency

Any reduction in the amount of the allowance spent on “additional soft-costs” will result in a dollar for dollar savings of overall project costs.

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015



NO.	DESCRIPTION	CONTROL	QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
SITE WORK							
1	1.001 Plans & Engineering	NIC		SF	-	-	\$ -
2	1.060 Permits & Fees	NIC		SF	-	-	-
3	1.400 Testing & Inspection	NIC		SF	-	-	-
4	2.015 Protection - Fence		12,386	SF	0.61	7,555	23,657
5	Barricade		12,386	SF	1.00	12,386	
6	Safety Administrator		12,386	SF	0.30	3,716	
7	Salvage	NIC		SF	-	-	-
8	2.070 Demo Assist		12,386	SF	0.08	991	991
9	2.045 Erosion Control		12,386	SF	0.07	867	867
10	2.199 SWPPP	NIC		SF	-	-	-
11	2011 Management Requirements; QSP 3rd Party	NIC		SF	-	-	-
12	2.050 Demolition - Site		12,386	SF	0.56	6,936	10,652
13	Building	NIC		SF	-	-	-
14	Misc.		12,386	SF	0.30	3,716	
15	2.200 Earthwork - Clear & Grub		12,386	SF	4.50	55,737	73,077
16	Mass Excavation	INCLUDED		SF	-	-	-
17	OXR 5'0"	INCLUDED		SF	-	-	-
18	OXR 3'0"	INCLUDED		SF	-	-	-
19	Import/Export	NIC		SF	-	-	-
20	Backfill	NIC		SF	-	-	-
21	Fill Planters	INCLUDED		SF	-	-	-
22	Spoils Management		12,386	SF	0.50	6,193	
23	Finegrade 1	NIC		SF	-	-	-
24	Finegrade 2		12,386	SF	0.20	2,477	
25	Water		12,386	SF	0.20	2,477	
26	Survey		12,386	SF	0.50	6,193	
27	7.101 Methane Barrier	NIC		SF	-	-	-
28	Vent Piping	NIC		SF	-	-	-
29	Aggregate Bedding	NIC		SF	-	-	-
30	Active System	NIC		SF	-	-	-
31	Alarm System	NIC		SF	-	-	-
32	2.510 A/C Paving		5,750	SF	1.44	8,280	110,580
33	Striping & Signs		5,750	SF	0.40	2,300	
34	ADA Stalls	INCLUDED		SF	-	-	-
35	EV Stalls	NIC		SF	-	-	-
	Parking Lot		1	LS	100,000.00	100,000	
36	2.520 Site Concrete		5,750	SF	7.50	43,125	46,000
37	Sidewalk Patching		5,750	SF	0.50	2,875	
38	Curbwork	INCLUDED		SF	-	-	-
39	Stairs on Grade	INCLUDED		SF	-	-	-
40	Sub Slab for Pavers	NIC		SF	-	-	-
41	Site Pavers	NIC		SF	-	-	-
42	Grass-Crete	NIC		SF	-	-	-
43	Equipment Pad	NIC		SF	-	-	-
44	Structural Site Concrete	INCLUDED		SF	-	-	-
45	Medium Foundations	INCLUDED		SF	-	-	-
46	Gate Track	INCLUDED		SF	-	-	-
47	Bollard Foundations	INCLUDED		SF	-	-	-
48	Seat Walls	INCLUDED		SF	-	-	-
49	PIP Deck	NIC		SF	-	-	-
50	3.355 Rebar	INCLUDED		SF	-	-	-
51	5.800 Expansion Control	NIC		SF	-	-	-
52	2.530 Masonry - Retaining Walls	NIC		SF	-	-	-
53	Planters	NIC		SF	-	-	-
54	Drill & Dowell	NIC		SF	-	-	-
55	Knee Wall	NIC		SF	-	-	-
56	Tie Into (E)	NIC		SF	-	-	-
57	5.520 Railing - Wall	INCLUDED		SF	-	-	-
58	Guard	INCLUDED		SF	-	-	-
59	2.835 Fence - WI	NIC		SF	-	-	-
60	Chain Link	INCLUDED		SF	-	-	-
61	Man Gates	INCLUDED		SF	-	-	-
62	Auto Gates	INCLUDED		SF	-	-	-
63	Gate Operator	NIC		SF	-	-	-
64	Offsite Work	ALLOWANCE		SF	-	-	-
65	9.900 Painting	NIC		SF	-	-	-
66	9.200 Plaster	NIC		SF	-	-	-
67	7.100 Waterproofing - Site Walls	NIC		SF	-	-	-
68	2.900 Landscaping & Irrigation	ALLOWANCE	5,750	SF	3.50	20,125	20,125
69	Topsail	INCLUDED		SF	-	-	-
70	2.700 Site Utilities - Water		5,750	SF	30.00	172,500	172,500

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015



NO.	DESCRIPTION	CONTROL	QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
71	Fire	INCLUDED		SF	-	-	
72	FDC/PIV/BFP/DDC	INCLUDED		SF	-	-	
73	Hydrants	NIC		SF	-	-	
74	Hot Tap	NIC		SF	-	-	
75	Sewer	INCLUDED		SF	-	-	
76	Storm Drain	INCLUDED		SF	-	-	
77	Storm Drain Retention & Filtration	INCLUDED		SF	-	-	
78	Inlets	INCLUDED		SF	-	-	
79	French Drain	NIC		SF	-	-	
80	Pipe Roof Drains	INCLUDED		SF	-	-	
81	Sump Pit/Pump	NIC		SF	-	-	
82	Gas	NIC		SF	-	-	
83	Elect Service/Vault	INCLUDED		SF	-	-	
84	UG of OH Lines	ALLOWANCE		SF	-	-	
85	Site Lighting	INCLUDED		SF	-	-	
86	Low Level Lighting	NIC		SF	-	-	
87	EV Stalls	NIC		SF	-	-	
88	Misc. Connections	INCLUDED		SF	-	-	
89	2.891 Flag Pole	NIC		SF	-	-	
90	Installation	NIC		SF	-	-	
91	1.040 Field Work/Coordination		5,750	SF	0.25	1,438	1,438
					37.13	\$ 459,887	\$ 459,887
BUILDING WORK							
92	2.050 Demolition - Building	NIC		SF	-	-	
93	Slab Removal	NIC		SF	-	-	
94	Misc.	NIC		SF	-	-	
95	3.100 Concrete - Pad Foundations		6,636	SF	30.32	201,204	234,748
96	Continuous Foundations - Med/Large	INCLUDED		SF	-	-	
97	Lightweight Topping Slab		8,386	SF	4.00	33,544	
98	Curbs	INCLUDED		SF	-	-	
99	Stairs on Grade	NIC		SF	-	-	
100	PIP Deck	NIC		SF	-	-	
101	Floor Prep	INCLUDED		SF	-	-	
102	Columns	NIC		SF	-	-	
103	Deck Infill	INCLUDED		SF	-	-	
104	Elevator Pit	INCLUDED		SF	-	-	
105	Stair Infill	INCLUDED		SF	-	-	
106	Grout Steel	INCLUDED		SF	-	-	
107	Rebar	INCLUDED		SF	-	-	
108	3.400 Precast Concrete / GFRC	NIC		SF	-	-	
109	4.100 Masonry	NIC		SF	-	-	
110	Pilasters	NIC		SF	-	-	
111	Lintels/Bracing	NIC		SF	-	-	
112	Layout	NIC		SF	-	-	
113	4.150 Brick/Stone Veneer	NIC		SF	-	-	
114	2.830 Fencing - Chain Link	NIC		SF	-	-	
115	Gates	NIC		SF	-	-	
116	WI Gates	NIC		SF	-	-	
117	5.100 Structural Steel		15,022	SF	22.65	340,248	340,248
118	Stairs	INCLUDED		SF	-	-	
119	Railings - Wall	INCLUDED		SF	-	-	
120	Guard Rails	INCLUDED		SF	-	-	
121	Operable Partition Support	NIC		SF	-	-	
122	Sports Equipment Supports	NIC		SF	-	-	
123	Misc. Metals		15,022	SF	1.28	19,228	19,228
124	5.300 Metal Deck	NIC		SF	-	-	
125	Hoist/Clean	NIC		SF	-	-	
126	Closure Flashings	NIC		SF	-	-	
127	6.100 Rough Carpentry - Exterior Walls		15,022	SF	35.03	526,221	548,754
128	Interior Walls	INCLUDED		SF	-	-	
129	Roof/Floor Trusses	INCLUDED		SF	-	-	
130	Roof Framing	INCLUDED		SF	-	-	
131	Misc.		15,022	SF	1.50	22,533	
132	6.410 Cabinetry - Lowers		13,272	SF	8.87	117,723	187,723
133	Uppers	INCLUDED		SF	-	-	
134	Shelving	INCLUDED		SF	-	-	
135	Tops	INCLUDED		SF	-	-	
136	Benches	NIC		SF	-	-	
137	Reception Desk	NIC		SF	-	-	
138	Prep Rooms	INCLUDED		SF	-	-	
139	Lab Casework		2	RMS	35,000.00	70,000	

MARSHALL NEW CLASSROOM BUILDING
CONCEPTUAL CONSTRUCTION COST ESTIMATE
JULY 17, 2015



NO.	DESCRIPTION	CONTROL	QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL
141	7.200 Insulation - Wall		13,272	SF	0.56	7,432	7,432
142	Ceiling/Floor	INCLUDED		SF	-	-	-
143	Roof - Rigid	INCLUDED		SF	-	-	-
144	7.110 Deck Coating	NIC		SF	-	-	-
145	7.600 Sheet Metal		6,636	SF	21.71	144,068	222,818
146	Deck to Wall	INCLUDED		SF	-	-	-
147	Roof Specialties	INCLUDED		SF	-	-	-
148	Finials	NIC		SF	-	-	-
149	Canopy / Awning	NIC		SF	-	-	-
150	Standing Seam	NIC		SF	-	-	-
151	Metal Soffit Panels		1,750	SF	45.00	78,750	
152	Column Covers	NIC		SF	-	-	-
153	Louvers	NIC		SF	-	-	-
154	Equipment Pads	NIC		SF	-	-	-
155	Skylights / Solatubes	NIC		SF	-	-	-
156	Equipment Screen	INCLUDED		SF	-	-	-
157	7.300 Roofing - Tile / BUR / Single Ply		6,636	SF	16.12	106,972	106,972
158	Roof - Rigid / Densdeck	INCLUDED		SF	-	-	-
159	7.100 Waterproofing - Below Grade		6,636	SF	2.41	15,993	19,993
160	Pits		1	LS	4,000.00	4,000	
161	Concrete Sealer	INCLUDED		SF	-	-	-
162	Under Tile	INCLUDED		SF	-	-	-
163	7.900 Calking & Sealants		13,272	SF	0.42	5,574	5,574
164	Firestopping		13,272	SF	0.25	3,318	3,318
165	7.250 Fireproofing	NIC		SF	-	-	-
166	8.330 OH Shutter Doors	NIC		SF	-	-	-
167	10.650 Operable Partition		4	EA	8,500.00	34,000	34,000
168	8.100 Doors / Frames / HW		13,272	SF	3.85	51,097	51,097
169	Installation	INCLUDED		SF	-	-	-
170	8.810 Glass - Exterior		13,272	SF	3.26	43,267	43,267
171	Interior	NIC		SF	-	-	-
172	Curtain Wall	NIC		SF	-	-	-
173	Mirror Wall	NIC		SF	-	-	-
174	Solar Film	NIC		SF	-	-	-
175	Operable Sliders	NIC		SF	-	-	-
176	Glass Railings	NIC		SF	-	-	-
177	Rated Wire Glass / HM Frames	NIC		SF	-	-	-
178	Door Adder	NIC		SF	-	-	-
179	8.110 OH Doors - Glass		10	EA	7,500.00	75,000	75,000
180	8.305 Access Panels		13,272	SF	0.13	1,725	1,725
181	8.300 Won Doors / Fire Film	NIC		SF	-	-	-
182	9.100 Drywall - Steel Stud & Drywall Walls		13,272	SF	10.15	134,711	147,983
183	Plaster Underlayment	INCLUDED		SF	-	-	-
184	Soffits	INCLUDED		SF	-	-	-
185	Deduct 2nd Layer Gyp Ceiling	NIC		SF	-	-	-
186	1 Hour / Shaft Work	NIC		SF	-	-	-
187	Misc.		13,272	SF	1.00	13,272	
188	9.200 Plaster Walls		13,272	SF	14.82	196,691	196,691
189	Ceiling/Soffit	INCLUDED		SF	-	-	-
190	Fiber Cement Panels	NIC		SF	-	-	-
191	Foam Shapes	NIC		SF	-	-	-
192	9.225 Scrap Bins		13,272	SF	0.98	13,007	13,007
193	9.680 Flooring - Marmoleum Tile		13,272	SF	4.24	56,273	57,773
194	Carpet (\$40/sy Installed - No Spec) ALLOWANCE	INCLUDED		SF	-	-	-
195	Grind & Polish	NIC		SF	-	-	-
196	Base	INCLUDED		SF	-	-	-
197	Rubber Flooring	NIC		SF	-	-	-
198	Walk Off Mats	INCLUDED		SF	-	-	-
199	Floor Moisture Testing - ASTM D 4263 ALLOWANCE		1	LS	1,500.00	1,500	
200	Floor Moisture Barrier	NIC		SF	-	-	-
201	9.550 Wood Flooring	NIC		SF	-	-	-
202	Gym Art	NIC		SF	-	-	-
203	9.310 Ceramic Tile - Floor		13,272	SF	3.89	51,628	51,628
204	Wall	INCLUDED		SF	-	-	-
205	Shower Ceiling	NIC		SF	-	-	-
206	9.510 Acoustical Ceiling		13,272	SF	2.50	33,180	33,180
207	9.530 Acoustical Treatment / Tectum		1	LS	25,000.00	25,000	25,000
208	9.540 FRP / Marlite		13,272	SF	0.03	398	398
209	9.900 Painting - Drywall		13,272	SF	5.18	68,749	76,249
210	Ceilings / Soffits	INCLUDED		SF	-	-	-
211	Plaster	NIC		SF	-	-	-

MARSHALL NEW CLASSROOM BUILDING
 CONCEPTUAL CONSTRUCTION COST ESTIMATE
 JULY 17, 2015



NO.	DESCRIPTION	CONTROL	QTY	UNIT	UNIT COST	EXTENSION	SECTION TOTAL	
213	Doors	INCLUDED		SF	-	-		
214	WI & Railings	INCLUDED		SF	-	-		
215	Anti-Graffiti	INCLUDED		SF	-	-		
216	Wall Coverings	NIC		SF	-	-		
217	WallTalkers	NIC		SF	-	-		
218	Wall Graphics	NIC		SF	-	-		
219	Misc.		1	SF	7,500.00	7,500		
220	10.150 Toilet Partitions/Accessories - Large		13,272	SF	1.11	14,732	14,732	
221	Small	NIC		SF	-	-		
222	Showers	NIC		SF	-	-		
223	11.480 Sports Equipment	NIC		SF	-	-	-	
224	Scoreboard	NIC		SF	-	-	-	
225	Bleachers	NIC		SF	-	-	-	
226	10.100 White Boards		12	RMS	12,000.00	144,000	144,000	
227	Fabric Covered Tack Boards	INCLUDED		SF	-	-		
228	Projection Screens	INCLUDED		SF	-	-		
229	11.070 Theatrical Equipment	NIC		SF	-	-	-	
230	12.500 Window Treatment		13,272	SF	0.22	2,920	2,920	
231	10.522 Fire Extinguishers		13,272	SF	0.10	1,327	1,327	
232	10.400 Directories / Building Signage		13,272	SF	0.61	8,096	8,096	
233	10.500 Lockers	NIC		SF	-	-	-	
234	14.200 Elevator		2	STOPS	48,000.00	96,000	103,500	
235	Code Requirements/Coordination		1	LS	7,500.00	7,500		
236	15.300 Fire Sprinklers		15,022	SF	5.00	75,110	75,110	
237	15.500 HVAC		13,272	SF	32.75	434,658	434,658	
238	Duct Supports	INCLUDED		SF	-	-		
239	15.400 Plumbing		15,022	SF	16.70	250,867	250,867	
240	Expansion Tanks & Circulation Pumps		-	SF	-	-		
241	Seismic Gas Shut-off	INCLUDED		SF	-	-		
242	16.050 Electrical		15,022	SF	34.50	518,259	653,457	
243	Light Fixture Package	INCLUDED		SF	-	-		
244	Fire Alarm		15,022	SF	4.00	60,088		
245	Area of Refuge Communication System	NIC		SF	-	-		
246	Fire Alarm Conduit	INCLUDED		SF	-	-		
247	Low Voltage Systems	NIC		SF	-	-		
248	Low Voltage Conduit	INCLUDED		SF	-	-		
249	AV System	NIC		SF	-	-		
250	Clock / Bell System	NIC		SF	-	-		
251	TV Studio Wiring Premium	NIC		SF	-	-		
252	Computer Server HUB	NIC		SF	-	-		
253	Misc. Conduits		15,022	SF	5.00	75,110		
254	2.051 Scaffolding	INCLUDED		SF	-	-	-	
255	2.001 General Labor		11.0	MOS	5,500.00	60,500	60,500	
256	2.002 Misc. Rentals		11.0	MOS	1,500.00	16,500	16,500	
257	2.003 Small Tools		11.0	MOS	500.00	5,500	5,500	
258	2.004 Final Clean		15,022	SF	0.40	6,009	6,009	
259	Commissioning	ALLOWANCE	1	MOS	17,500.00	17,500	17,500	
260	1.010 General Conditions		11.0	MOS	34,780.00	382,580	382,580	
						\$ 4,689,423	\$ 4,689,423	
SUBTOTAL								
Overhead & Profit						6.50%	\$ 5,149,310	\$ 5,149,310
Insurance						1.00%	334,705	334,705
Professional Liability Insurance						0.00%	54,840	54,840
Gross Receipts Tax						0.00%	-	-
Bond						0.19%	10,524	10,524
Sub Failure						0.00%	-	-
Inflation						0.00%	-	-
Plan Coordination						0.00%	-	-
Contingency						7.50%	416,203	416,203
CONSTRUCTION TOTAL							\$ 5,965,583	\$ 5,965,583

Appendix A

This section contains our proposed design concept package utilizing a new custom design delivery for the Marshall New Classroom Building. The package consists of the following documents:

1. Site Plan (includes existing site and proposed Marshall New Classroom Building)
2. Enlarged Site Plan (shows Marshall New Classroom Building)
3. Parking Plan (shows reconfiguration of existing parking to meet new program parking requirements)
4. 1st Floor Plan (includes typical learning lab configuration)
5. 2nd Floor Plan
6. Exterior Elevations
7. Architectural Rendering 1
8. Architectural Rendering 2



SEE ENLARGED PARKING PLAN

SEE ENLARGED SITE PLAN

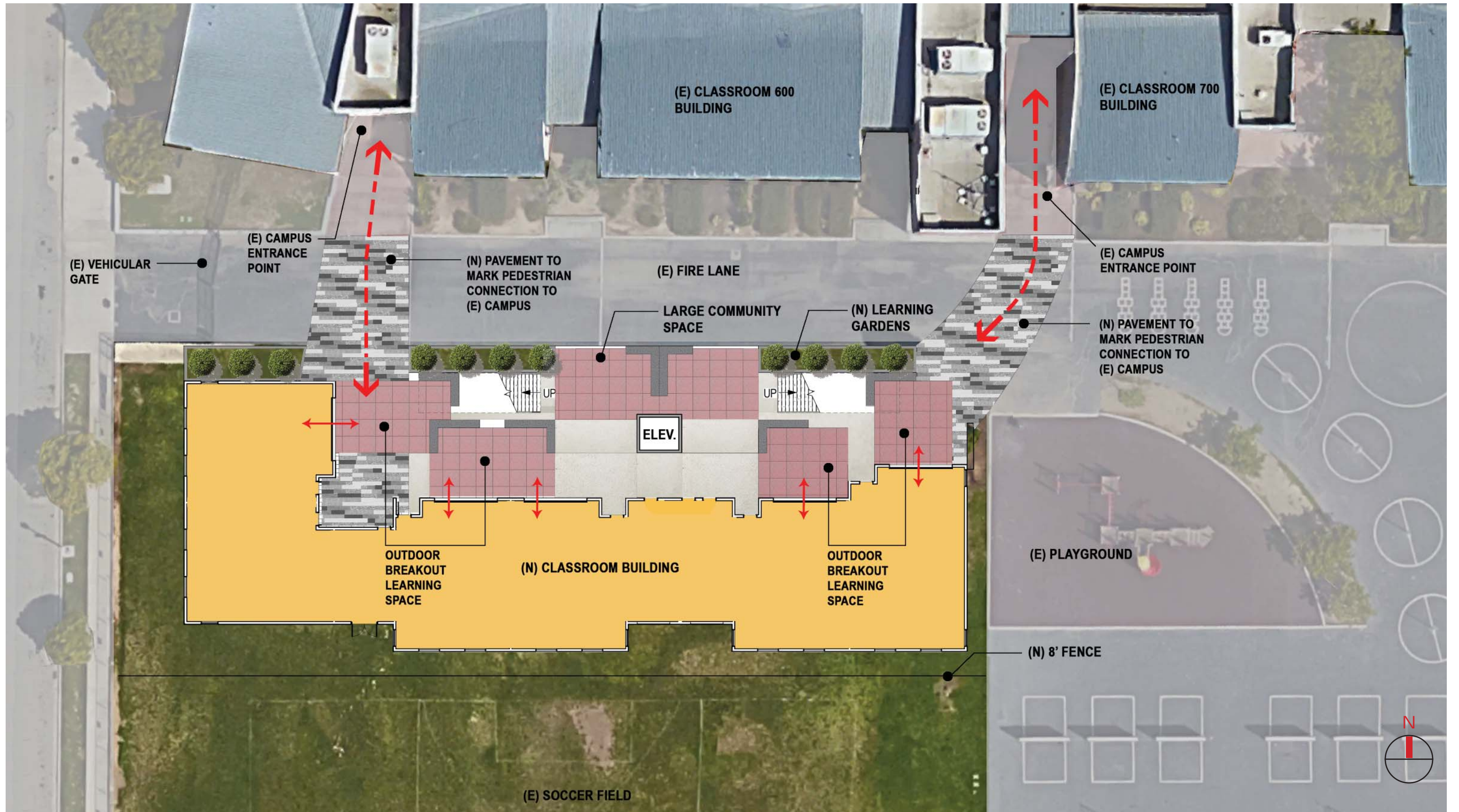


SITE PLAN

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





ENLARGED SITE PLAN

MARSHALL NEW CLASSROOM BUILDING

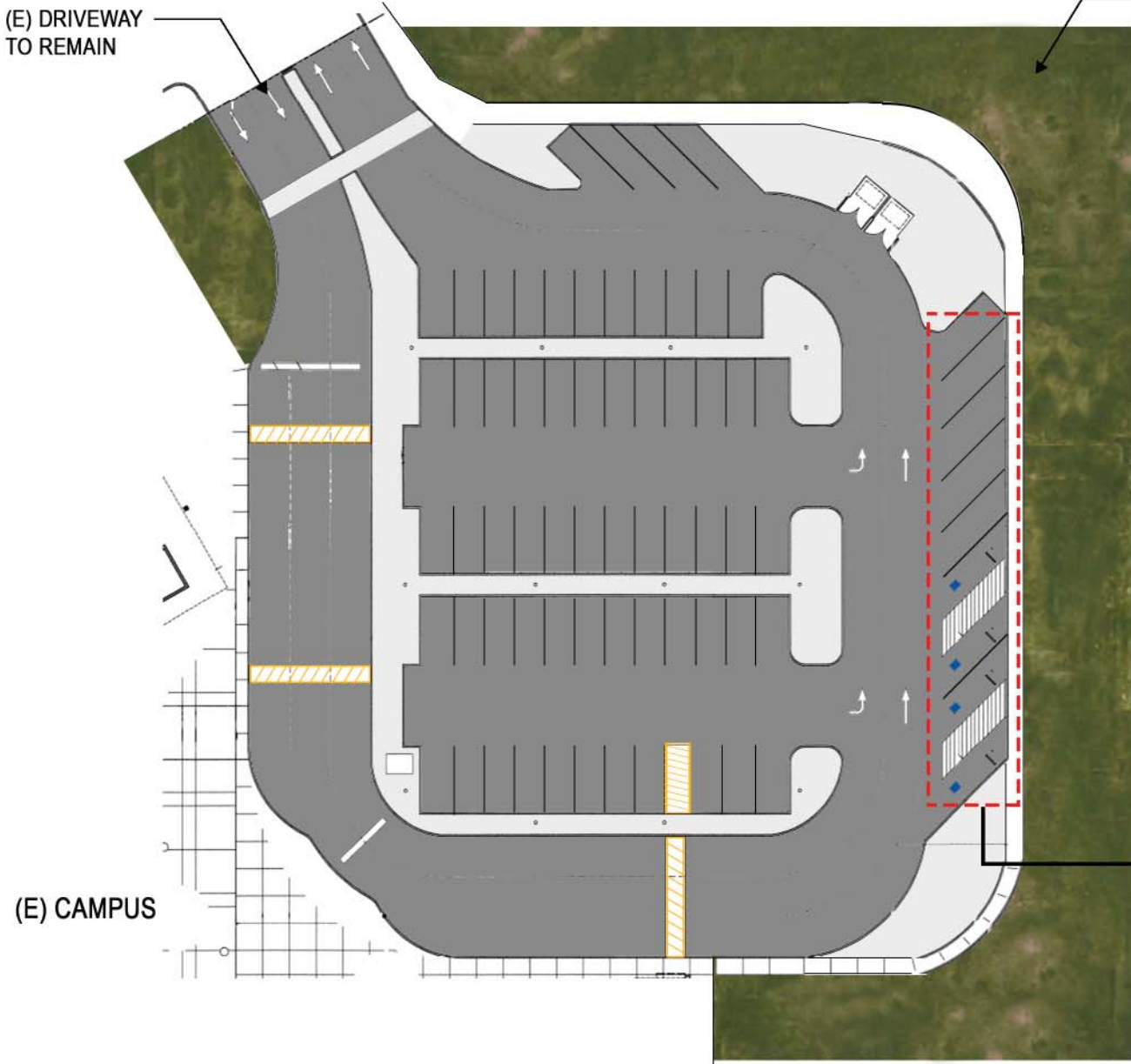
OXNARD SCHOOL DISTRICT



67 PARKING SPACES
 4 ACCESSIBLE SPACES
 71 TOTAL SPACES

(E) DRIVEWAY
 TO REMAIN

(E) LANDSCAPES TO REMAIN



(E) CAMPUS

(E) SOLAR PANEL
 STRUCTURE
 TO REMAIN

EXISTING PARKING LOT

89 PARKING SPACES
 4 ACCESSIBLE SPACES
 93 TOTAL SPACES
 (22 SPACES ADDED)

REMOVE (E) CURBS,
 (N) CURBS, ASPHALT,
 AND STRIPPING.

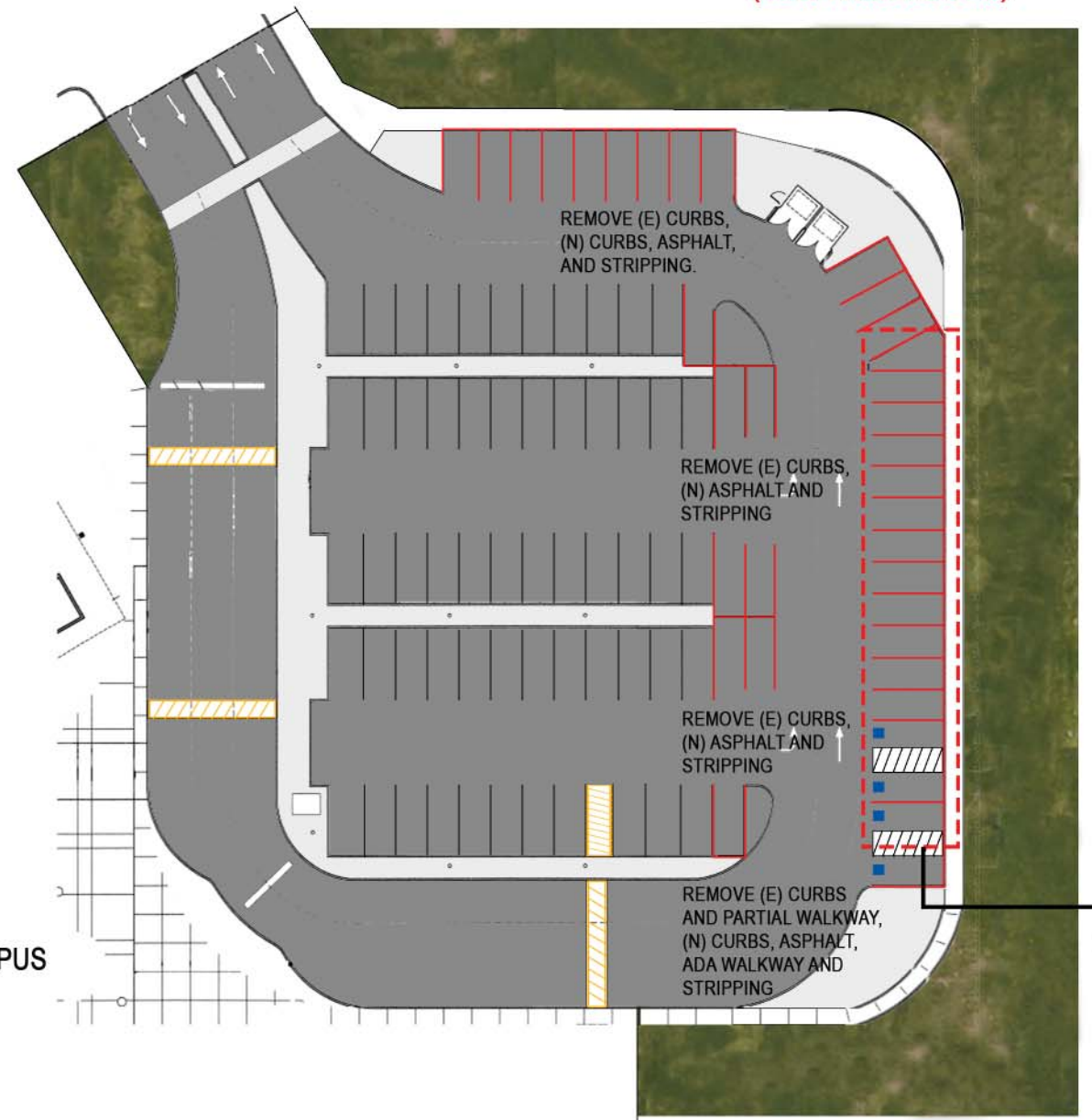
REMOVE (E) CURBS,
 (N) ASPHALT AND
 STRIPPING

REMOVE (E) CURBS,
 (N) ASPHALT AND
 STRIPPING

REMOVE (E) CURBS
 AND PARTIAL WALKWAY,
 (N) CURBS, ASPHALT,
 ADA WALKWAY AND
 STRIPPING

(E) SOLAR
 STRUCTUR
 TO REMAIN

(E) CAMPUS



NEW PROPOSED PARKING LOT

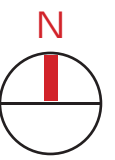


MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

PARKING PLAN



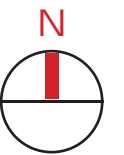
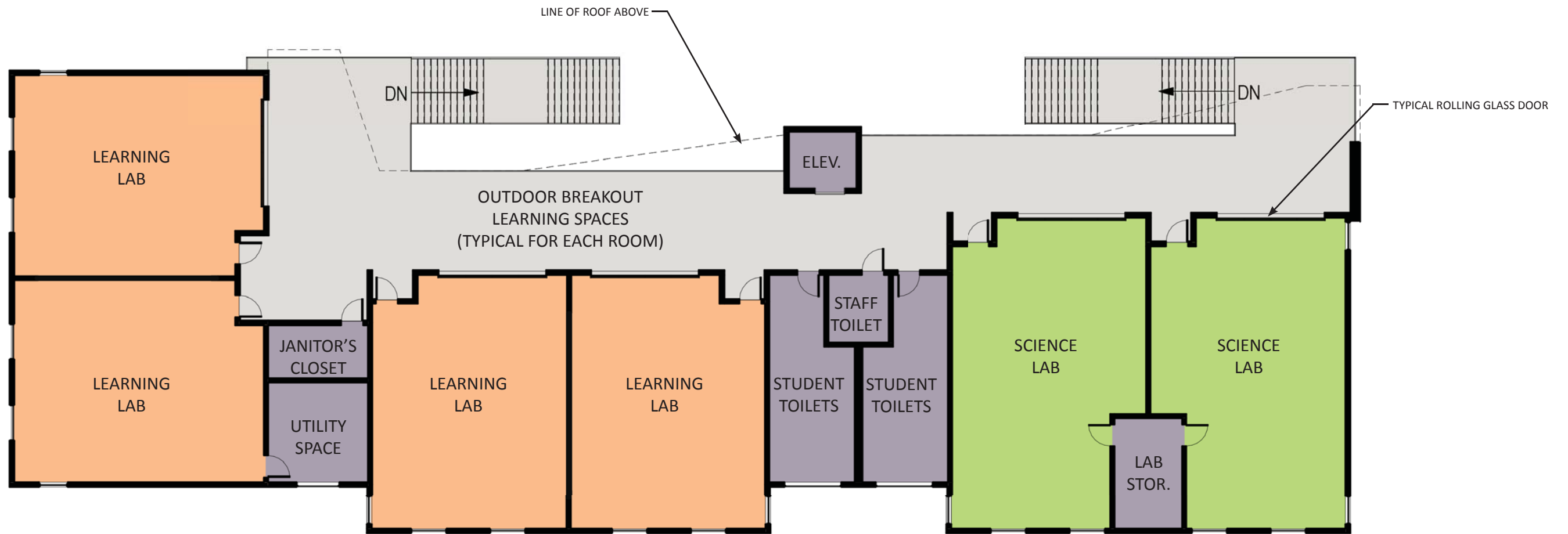


FLOOR PLAN - 1ST FLOOR

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT



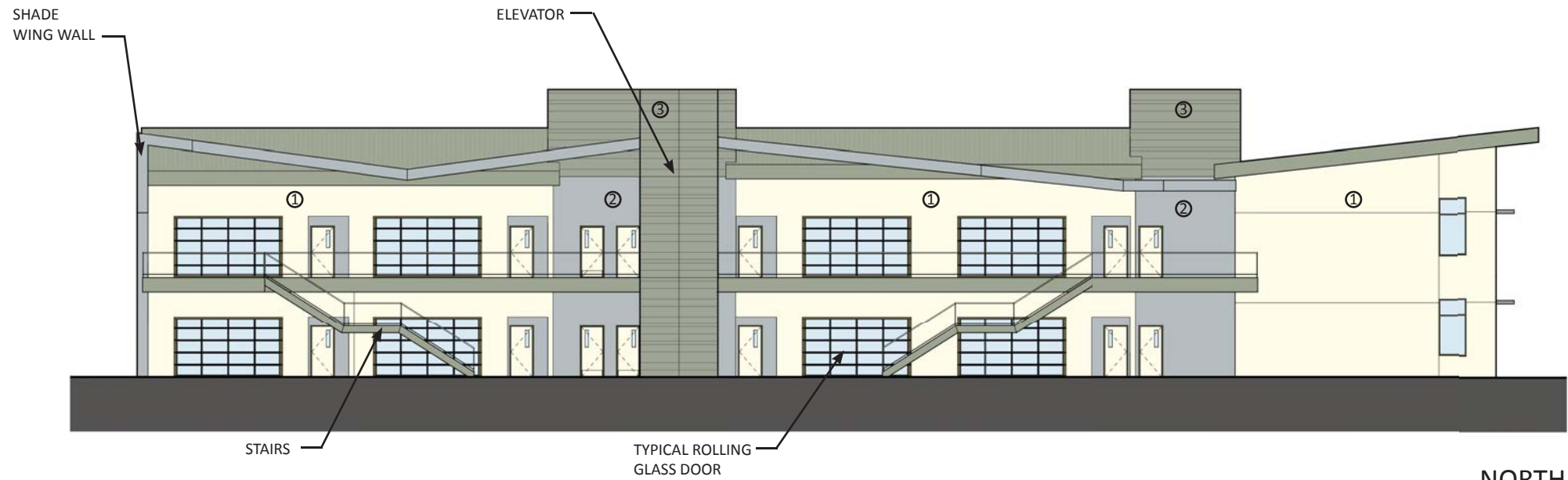


FLOOR PLAN - 2ND FLOOR

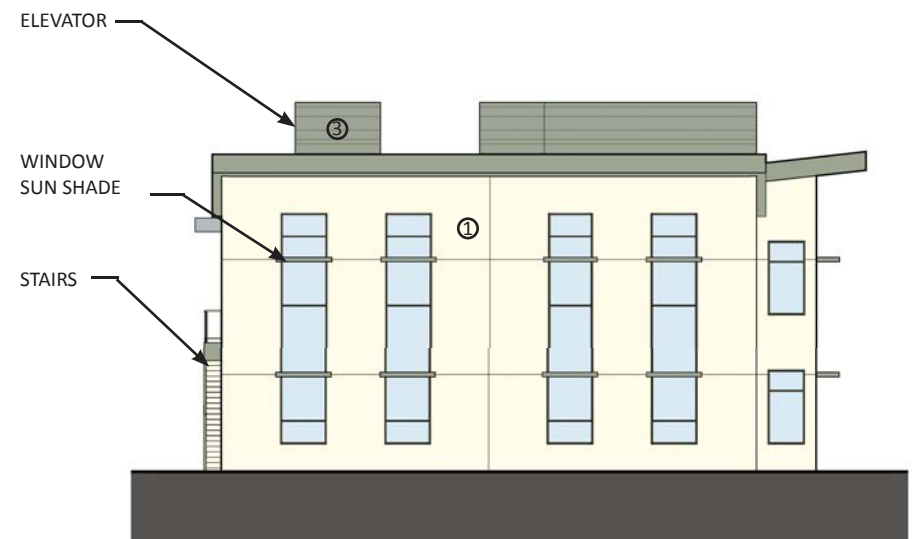
MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

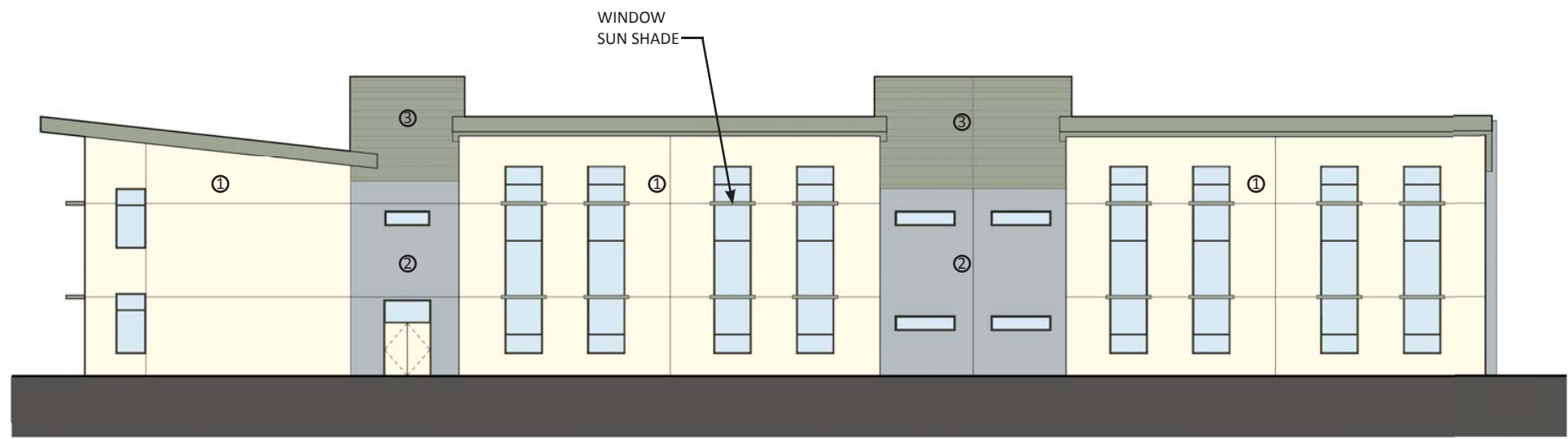




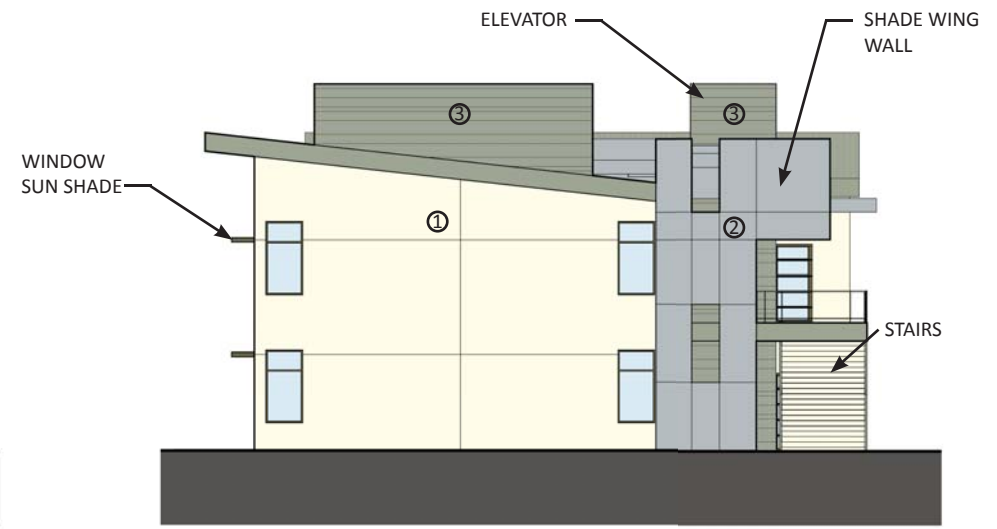
NORTH



WEST



SOUTH



EAST

- ① CEMENT PLASTER - COLOR 1
- ② CEMENT PLASTER - COLOR 2
- ③ METAL PANEL

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

EXTERIOR ELEVATIONS





ARCHITECTURAL RENDERING 1

MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT





MARSHALL NEW CLASSROOM BUILDING

OXNARD SCHOOL DISTRICT

ARCHITECTURAL RENDERING 2



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BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 8/26/15

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

CONSIDER APPROVAL OF PRE-QUALIFIED FIRMS FOR LEASE LEASEBACK PRECONSTRUCTION AND CONSTRUCTION SERVICES FOR THE OXNARD SCHOOL DISTRICT’S FACILITIES PROGRAM (Cline/CFW)

Lease Leaseback (LLB) Preconstruction and Construction services in the Oxnard School District are provided by a pool of firms that have met District qualifications and have been approved by the Board of Trustees for a specific project or future projects within the District’s Program. The District is seeking to renew and replenish the pool of firms available to provide preconstruction and construction services.

To expand the pool of previously qualified firms, the District solicited a Request for Statement of Qualifications (RFQ) for LLB Preconstruction and Construction Services in May 2015. Additionally, the District solicited a response letter to the RFQ from previously qualified firms indicating the firms’ desire to remain on the prequalified list. The process was open and competitive. The District received Statements of Qualifications from five (5) participating firms.

The selection process for this RFQ was divided into two separate components:

1. Evaluation of Statements of Qualifications submitted by each firm, and
2. Evaluation of each firm upon interview by the selection committee

Each firm’s Statement of Qualification and interview performance was evaluated by the District’s selection committee and scored to determine a ranking of responses. Out of five (5) firms that participated in the process, three (3) firms were identified for recommended prequalification based on this process.

The District selection committee, after careful evaluation of each firm and inclusion of previously eligible firms has recommended a total of six (6) firms to be considered for the renewed and replenished pool of prequalified firms to provide LLB preconstruction and construction services. Upon Board approval, these firms will be eligible for participation in

current and future projects of the District's Program as indicated in the recommendation below.

As part of each future facilities project of the Facilities Implementation Program, the District will conduct a selection process which will invite each pre-qualified firm to participate. Based on the results of each individual project's selection process, one of the pre-qualified firms will be assigned to the project, pending Board approval of a preconstruction or construction services agreement.

FISCAL IMPACT:

No impact.

The pool of firms will have the opportunity to elect to participate in future selection processes conducted for each project of the Facilities Program. Once the selection process is complete, the District selection committee will recommend the preferred firm for Board approval as the preconstruction or construction services firm for assignment to a specific project, including Board approval of the preconstruction or construction agreement and fees.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW and the District's selection committee, that the Board of Trustees approve the following prequalified firms:

Existing Firms/Prequalification Renewed:

- **Bernards**
- **C.W. Driver**
- **Swinerton Builders**

New Firms/Prequalification Added:

- **Meehleis Modular Buildings, Inc.**
- **Pinner Construction Co., Inc.**
- **Frank Schipper Construction Co.**

ADDITIONAL MATERIAL:

- Request for Statement of Qualifications for Lease Leaseback Preconstruction and Construction Services

GOALS:

GOAL FIVE:

- ***Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites***



Oxnard School District

Request for Qualifications

Lease-Leaseback Preconstruction & Construction Services

Responses Due: Friday, May 29, 2015, at 12:00 pm

Submit five (5) printed copies to:

Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue #106
Oxnard, CA 93035

Submit one (1) PDF copy via E-mail to:

ycalderon@cfwinc.com

Only Firms that have registered with the California Department of Industrial Relations (DIR) are eligible to be further considered for a construction contract. For any public project, as defined in subdivision (c) of Section 22002 of the Public Contract Code, for which the District uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 (Chapter 12.5 (commencing with Section 17070.10) of Part 10 of Division 1 of Title 1 of the Education Code) or any funds from any future State school bond for a public project that involves a projected expenditure of one million dollars (\$1,000,000) or more, the District shall require that prospective general contractors and prospective electrical, mechanical and/or plumbing subcontractors ("Firms") complete and submit a standardized prequalification questionnaire and financial statement, verified under oath.



Oxnard School District Request for Qualifications Lease-Leaseback Preconstruction and Construction Services

I. INTRODUCTION

The Oxnard School District (“District”) is issuing this Request for Qualifications (RFQ) to prequalify Lease-Leaseback (LLB) pre-construction and construction services pursuant to Education Code Section 17406, et seq. for the District’s Facilities Implementation Program (“Program”). In June 2013, the Oxnard School District and its Board of Trustees created a pool of prequalified firms to provide LLB services related to the District’s Program. The District is seeking to renew and replenish the pool of firms available to provide LLB preconstruction and construction services.

In lieu of providing a response to this RFQ, previously qualified firms may submit a letter indicating their desire to remain on the list. The completed letter must be received by 12:00 PM May 29, 2015. Previously qualified firms failing to do so will be removed from the prequalified pool of firms.

The District seeks to establish a panel of LLB entities (“Firms”) that it shall consider qualified to provide pre-construction and construction services that the District may utilize in its sole discretion thereafter for the implementation of the Program. It is mandatory that all Firms that wish to be considered for future construction services register with the California Department of Industrial Relations (DIR). Registration may be completed online at the [California Department of Industrial Relations \(DIR\) Website](#). No construction contract will be entered into with a Firm that has failed to comply with these requirements. At the time of interview, firms may be asked to verify whether they have completed the DIR registration requirements or whether firms are in the process of doing so.

Firms shall have extensive experience with the construction of school facilities and in working with the Office of Public School Construction (“OPSC”), the Division of the State Architect (“DSA”), the Uniform Building Code (“UBC”), and Title 24 of the California Code of Regulations.

The responses to this RFQ shall be used to establish a panel of qualified Firms to be considered for preconstruction and construction services in the implementation of Phase I Program projects.

II. SUBMITTAL OF QUALIFICATIONS

The District will not be responsible for any errors in responses and reserves the right to reject any and all responses in whole and in part, to waive any irregularities or requirements, or to request further information as it deems necessary in its sole discretion.

Selected Firms to the panel for the Program should expect to perform pre-construction services as established by the District for selected Program projects, including design and constructability reviews, value engineering, and cost estimation services pursuant to a Pre-Construction Services Agreement. If the District proceeds with the construction of selected Program projects, selected Firms shall act as a LLB contractor pursuant to a Construction Services Agreement, Lease and Sub-lease and may contract with specialty trade contractors to perform the required scope of work. Selected Firms shall work with the District, Caldwell Flores Winters, Inc. (“CFW”) and the District’s Architect of Record as necessary to conduct required services.

The District Board of Trustees has selected CFW as its Program Manager and owner representative. Responses to the RFQ shall be submitted no later than Friday, May 29, 2015, at 12:00 p.m. to Caldwell Flores Winters, Inc., 1901 S. Victoria Avenue #106, Oxnard, CA 93035, (805) 253-0370.

III. PROGRAM DESCRIPTION

In January 2013, the Board of Trustees adopted a Facilities Implementation Program. The District’s Program relies on multiple funding sources, including local bond proceeds and State reimbursements as they may become available to build new classrooms, relieve student overcrowding at existing schools, and modernize school facilities to meet current building standards.

Completed Phase I projects include modernization upgrades to eight (8) school sites for kindergartens and science instructional facilities. A new school at the existing Harrington school site is currently under construction and additional new schools at Lemonwood and Elm are in the design stages. Construction of a new kindergarten building at Drifill is planned to commence construction this summer.

The District is now actively planning remaining Phase I projects as well as anticipated future projects that may include:

- Design and construction of a middle school classroom addition - Based on enrollment growth projections, additional capacity to support the 6-8 grades are proposed. Improvements will consist of new 21st Century classroom spaces as well as other support and site improvements at a site to be identified.
 - Pre-Kindergarten Improvements - The reconstruction of existing facilities at the Harrington and Lemonwood school sites for use as preschool classrooms and support facilities are planned.
 - New middle school site acquisition, design and construction - Planning efforts are underway to acquire a 20 acre site to accommodate a 6-8 middle school of approximately 75,000 square feet, as well as a District Administration building that may supply up to approximately 25,000 square feet of office space.
 - New elementary school site development and design - Planning efforts are underway to acquire an additional site to relieve overcrowding for the construction of a new K-5 elementary school.
 - New K-8 multipurpose room(s) - The construction of new multipurpose room(s) are anticipated in future years at various sites.
-

- New 6-8 gym/multipurpose room(s) - The construction of new gymnasium/multipurpose facilities at Fremont and Haydock 6-8 schools.

A detailed description of, and the Master Budget, Master Schedule and Timeline for each proposed project is contained in the Facilities Implementation Program adopted in January 2013. The District retains the right to review and adjust the Facilities Implementation Program on an ongoing and as needed basis in the District's sole discretion. Firms are encouraged to seek additional information regarding the Program at the following link: [Facilities Implementation Program Reports](#).

IV. SCOPE OF WORK

The District desires to qualify Firms capable of providing LLB pre-construction and construction services for the Program. The selected Firms for the Program should expect to perform pre-construction services as established by the District for selected Program projects pursuant to a Pre-Construction Services Agreement. If the District proceeds with the construction of selected Program projects, the selected Firms may be retained as a LLB contractor pursuant to a Construction Services Agreement, Lease and Sub-lease and may contract with separate specialty trade contractors to perform the required scope of work.

Pre-Construction Services are anticipated to include the following:

- Review design and support documentation for content, constructability, completeness, scheduling, clarity, consistency and coordination
- Undertake value-engineering analysis and prepare reports with recommendations to the District and Architect of Record to maintain established program budget and specifications
- Provide detailed cost estimates at schematic, design development, and construction document design phases
- Expedite design reviews, including modifications, if any, based on value analysis
- Provide a proposed "Guaranteed Maximum Price" (GMP) for the construction of selected project(s)

Construction Services are anticipated to include, but not be limited to the following:

- Construction of selected project(s)
- Coordination of record drawings and specifications
- Compilation of operations and maintenance manuals, warranties/guarantees, and certificates
- Obtaining occupancy permits and coordinating testing, documentation, and governmental inspections and approvals
- Preparation of accounting and closeout reports and occupancy plan reports
- Other responsibilities as necessary for the completion of the program

V. SUBMITTAL FORMAT AND CONTENT

Responses shall be concise, well organized and demonstrate respondent's qualifications. It shall be no longer than 40 pages in an 8 ½ x 11 inch page format, inclusive of all responses (e.g. resumes, forms, graphics, and front and back covers, etc.) to the following requirements. In total, five (5) paper copies shall be delivered to CFW to Caldwell Flores Winters, Inc. at 1901 S. Victoria Avenue #106, Oxnard, CA 93035 and one (1) PDF copy shall be transmitted via email to ycalderon@cfwinc.com.

A. Submittal Cover Page

Include the RFQ title, submittal due date and the name of the Firm (or Firms, if there is a joint venture or association).

B. Table of Contents

Include a complete and clear listing of headings and pages to allow easy reference to key information.

C. Cover Letter

The cover letter should be brief and a total maximum of two pages. It should include a description of how the Scope of Work in Section IV will be accomplished for the District, identify the team members (i.e., joint partners and sub-consultants); and include the title and signature of the Firm's signature authority for proposed services. If the Firm is proposing to respond in association with another principal Firm, the cover letter must identify the Firm, specify the type of services to be provided by each Firm and the proposed percentage allocated by phase or function of the proposed services. Highlights to be considered may be included.

D. Mandatory Qualifications

Respondents must hold a General Building Contractor License (B License), which is current, valid and in good standing with the California Contractors State License Board. Respondents must have the necessary qualifications to provide the requested services in accordance with California law. Provide the following information for each license:

- a. Name of license holder exactly on file
- b. License Classification
- c. License No.
- d. Date Issued
- e. Expiration Date
- f. Whether license has been suspended or revoked in the past 5 years. If so, explain.

E. Methods for Carrying Out Scope of Work

Responses shall describe methods for carrying out the Scope of Work for Pre-Construction Services and Construction Services outlined in Section IV of this RFQ. Methods may be described as project workflows, use of technologies, forms of client communication, problem-solving procedures, and specialized personnel to be assigned, proprietary approaches or related information that may assist the District in implementing its Program.

F. Qualifications and Experience

Describe your team's qualifications and experience in providing services similar to the Scope of Work for school districts or public entities. Descriptions for a minimum of five (5) projects completed or begun within the past five (5) years are required, with the most recent projects listed first. Each project shall include the name, email, and telephone number of the client's representative most knowledgeable of the Firm's activities and responsibilities. Also provide the total cost of each project and the period for completion. Provide references to all five (5) similar projects.

G. Past Performance Record

If any of the following has occurred in the last 10 years, please describe in detail the circumstances for each occurrence:

- a. Failure to enter into a contract once selected.
- b. Withdrawal of a proposal as a result of an error.
- c. Termination or failure to complete a contract.
- d. Debarment by any municipal, county, state, federal or local agency.
- e. Involvement in litigation, arbitration or mediation.
- f. Identify any pending or recent litigation (during the past five years) with any public agency, particularly any school district
- g. Conviction of the firm or its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance.
- h. Knowing concealment of any deficiency in the performance of a prior contract.
- i. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- j. Willful disregard for applicable rules, laws or regulations.
- k. Default or Bankruptcy. The LLB firm, either performing work under its current license or under other licenses through other entities, including a joint venture must not have defaulted on a contract within the past five (5) years of declared bankruptcy or been placed in receivership within the past five (5) years.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance.

H. Organizational Chart and Project Roles

Provide an organizational chart containing the names of key personnel, joint venture partners, and sub-consultants with titles and project responsibilities/roles for delivering the Scope of Work. Identify the primary point of contact and his or her complete contact information. Include a brief resume for each person identified on the organizational chart that emphasizes how their experience relates to the project role assigned for their participation.

I. Location of Office Serving District

Submitting firms must have a headquarters or regional staffed office located in a city or address within 120 miles of the City of Oxnard.

J. Financial Information

Provide the following financial information (financial statements will be regarded as proprietary in nature and will not be made public, and are exempt from the public information act):

- i. Firms selected for an interview shall provide their most recent, completed financial statement.
- ii. Provide a letter or attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states your current available bonding capacity.
- iii. A letter from insurance company indicating ability to provide insurance. The following is a tentative schedule:
 1. A.M. Best financial rating of A: VII
 2. Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001.) One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
 3. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 4. Workers' Compensation and Employer's Liability Insurance: The LLB Entity and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The LLB Entity shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
 5. Builder's Risk Insurance: The LLB Entity shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work. Limit shall equal bid amount, if requested by the District.
 6. All insurance will be in a form and with insurance companies acceptable to the District.
 7. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.

VI. SUBMITTAL EVALUATION CRITERIA

Submittals received by District will be evaluated according to the criteria listed below:

- A. Responsiveness to RFQ requirements
 - B. Organization, presentation, and content of the submittal
 - C. Specialized experience and technical competence of the Firm(s), (including principals, joint venture-partners, and sub-consultants) regarding the types of service required, the complexity of
-

the projects, record of performance and the strength of the key personnel who will be dedicated to the project

- D. Proposed methods and overall strategic approach and plan to accomplish the work in a timely and competent manner
- E. Capabilities and experience of key personnel
- F. Knowledge and understanding of the local environment and a local presence for interfacing with the District
- G. Financial resources and stability of the principal contractor and/or a contractor team
- H. Ability to meet the insurance requirements unless District, at its sole discretion, decides to modify or waive the insurance requirements or elects to provide program, insurance
- I. Litigation and arbitration history (during the past five years)

VII. METHOD OF SELECTION

The District and CFW shall review and evaluate all responses received by the deadline. Each Firm will be evaluated based on the Evaluation Criteria identified in Section VII. At the discretion of the District, one or more Firms will be placed on a list of Firms considered empanelled by the District to deliver pre-construction and construction services for Program projects.

VIII. GENERAL INFORMATION

A. Compliance

Submittals must be in strict accordance with the requirements of the RFQ. Any response not submitted in accordance with the requirements of the RFQ will not be considered.

B. Amendments

The District reserves the right to cancel or revise in part or whole this RFQ. If the District cancels or revises this RFQ, all respondents will be notified by addendum. The District also reserves the right to extend the date responses are due.

C. Inquiries

All questions about the meaning or intent of this RFQ shall be submitted to the District's Program Manager, CFW, in writing via letter or email. Replies, if necessary, will be issued by addendum and mailed to all parties recorded by CFW as having received the RFQ documents. Questions received less than 3 days prior to the submittal due date will not be answered. Only questions answered by formal written addenda will be binding.

D. Late Response to Qualifications

It is the respondent's responsibility to ensure its response to this RFQ is received by the District's Program Manager on or before the time and date specified. Submittals received after the date and time specified will not be considered.

E. Special Conditions

1. **Public Record.** All Responses submitted in response to the RFQ become the property of the District's public records and as such, might be subject to public view.
-

2. Non-Discrimination. The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.
3. Drug-Free Policy and Fingerprinting. The selected Firm(s) shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.
4. Costs. Costs of preparing a response to this RFQ are solely the responsibility of the respondent.
5. Prevailing Wages. Respondents are advised that these projects are a public work for purposes of the California Labor Code, which requires payment of prevailing wages. District will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at District and will be available to any interested party upon request. Any Firm(s) to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, and comply with applicable provisions of State law.
6. Securities. Respondents are advised that if awarded a contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to retention monies withheld by District to insure performance under the contract.
7. Contractor Registration. No contractor or sub-contractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Subsection 1725.5
8. Bonding. The Firm(s) will be required to furnish a Performance Bond in the amount of one hundred percent of the contract price, and a Payment (Material and Labor) Bond in the amount of one hundred percent of the contract price.
9. Limitations. This RFQ does not commit District to award a contract, to defray any costs incurred in the preparation of a response pursuant to this RFQ, or to procure or contract for work.

IX. HOLD HARMLESS/INDEMNIFICATION

The Firms shall indemnify, defend, and save the District, its Board of Trustees, officers, agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the Firms' performance or failure to perform any duties contemplated by this RFQ or subsequent agreement.

The responding Firms and their employees are not employees of the District and are deemed to be independent contractors. Nothing contained in this RFQ or subsequent agreements shall be deemed to create any contractual relationship between the Firms and any of the other contractors or material suppliers for the Program, nor shall anything contained in this RFQ or subsequent agreements be deemed to give any third party any claim or right of action against the District or Firms which do not otherwise exist.

X. SCHEDULE

The following is a proposed schedule for selection. The District reserves the right to modify this schedule in its' sole discretion.

- A. Responses due: **May 29, 2015, 12:00 pm PDT**
- B. Review of submittals, evaluation, and interviews completed by **June 4, 2015**
- C. Proposed Board approval date (subject to change): **June 24, 2015**

XI. APPEAL PROCESS

Firms will be allowed to appeal a negative empanelling determination only. There is no appeal from a refusal for an incomplete or late application. All appeals shall be made within three (3) days of receipt of a written negative empanelling determination only. Without a timely appeal, the Firms waive any and all rights to challenge the decision of the District, whether by administrative or judicial process or any other legal process or proceeding.

The appeal shall be submitted in writing directly to the Superintendent by facsimile. The decision of the Superintendent shall be the District's final administrative decision. The date for empanelling shall not be delayed or postponed to allow for completion of an appeal process.

XII. DISTRICT/ PROGRAM MANAGER CONTACT

We look forward to receiving a submittal from your firm. If you have any question regarding this RFQ, please contact: Yuri Calderon, Chief Operating Officer, at (510) 596-8170 or ycalderon@cfwinc.com.

NOTE: Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. Issuance of this RFQ does not commit District to award a contract, or to pay any costs incurred in the preparation of a response to this request. District reserves the right to request additional information or clarification during the evaluation process. District retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the Oxnard School District in its sole discretion.

BOARD AGENDA ITEM

Name of Contributor(s): **Robin I. Freeman**

Date of Meeting: **8/26/15**

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

Approve: SELPA Plan (Freeman)

EXECUTIVE SUMMARY:

Pursuant to Education Codes 56195-56195.10, each Special Education Local Plan Area (SELPA) must have a Local Plan which contains the required components outlined in the statute. The Local Plan outlines the special education policies/procedures and the services offered throughout the SELPA. Every district in the SELPA must have their Governing Board approve the Local Plan.

This revision includes changes in special education laws, regulations, service delivery and SELPA-wide practices. The Local Plan was completed with input from the Superintendents' Policy Council, SELPA staff, District Special Education Directors and Program Specialists, the Community Advisory Committee and parents.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees approve this item as presented.

ADDITIONAL MATERIAL(S): The Ventura County SELPA Local Plan is included.



Mary E. Samples, Assistant Superintendent

Pursuant to Education Codes 56195-56195.10 each SELPA must have a Local Plan which contains the required components outlined in the statute.

The Local Plan outlines the special education policies/procedures as well as the services that are offered throughout the SELPA. These plans must be written with input from stakeholders in the SELPA. When they are completed, they must be approved by every Governing Board of the districts who are members of our SELPA.

In the past, the Local Plan was updated after Congress reauthorized the Individuals with Disabilities Education Act (IDEA) approximately every four to seven years. IDEA was last reauthorized by Congress in 2004. Since that time there have been many changes in special education laws, regulations, service delivery and SELPA-wide practices. Since our current plan is over ten years old, we felt we should completely revise the plan to reflect current information. This rewrite was completed with input from the Superintendents' Policy Council, SELPA staff, District Special Education Directors and Program Specialists, the Community Advisory Committee and Parents.

The Ventura County SELPA Local Plan is quite lengthy, including ten sections, and covers all aspects of special education within the 20 SELPA member districts and the Ventura County Office of Education. The Local Plan is posted on the Ventura County SELPA website (www.venturacountyselpa.com). Listed below are the main topics discussed in each section. Included below each section is a link which will take you to the entire Local Plan section including appendices.

Section One: Governance

Section one covers the governance and structure of the Ventura County SELPA. Information regarding areas of responsibility for special education at the district and county level is explained. Also included is information on the following topics:

- Changes in the delivery of programs and services
- Resolution of disagreements
- Interagency agreements
- Charter Schools
- Community Advisory Committee
- Program compliance monitoring and support
- Annual report to CDE and development of the local plan

<http://www.venturacountyselpa.com/Portals/45/usersdata/Local%20Plan/Section%201%20Governance.pdf>

Section Two: SELPA-Wide Service Delivery

Section two reviews guidelines and procedures for Intra-SELPA services. This section has information on making an Intra-SELPA referral, student transfers and interim placements. Also covered in the section are the following:

- Responsibilities of district of residence and district of service
- Promotional transfer
- Foster and homeless youth

<http://www.venturacountyselpa.com/Portals/45/usersdata/Local%20Plan/Section%202%20Service%20Delivery.pdf>

Section Three: Individual Student Planning

Section three includes information on services and procedures for identifying students with special needs, including information on pre-referral interventions and services. The following topics are included in Section three:

- Section 504
- RtI and multi-tiered systems of support
- Child-find
- Identification and referral of students
- Procedural safeguards
- Confidentiality
- Assessment procedures
- Eligibility
- IEP
- State testing

<http://www.venturacountyselpa.com/Portals/45/usersdata/Local%20Plan/Section%203%20Student%20Planning.pdf>

Section Four: FAPE

Section four includes information related to the offer of a free appropriate public education and what it entails. Included in this section is:

- Continuum of special education services
- Least restrictive environment
- Provision of services
- Other services

<http://www.venturacountyselpa.com/Portals/45/usersdata/Local%20Plan/Section%204%20FAPE.pdf>

Section Five: Alternative Placement

Section five explains alternative placement and what the options are. Included in this section is information about:

- Non-public schools
- Private schools

- Hospitals, residential facilities, foster family homes and children’s institutions
- Court and Community schools
- Charter schools
- Phoenix School
- Triton Academy
- Alternative school placement

<http://www.venturacountysepa.com/Portals/45/usersdata/Special%20Ed/Section%205%20Alternate%20Placement.pdf>

Section Six: Social/Emotional Behavior Supports

Section six reviews the philosophy of positive behavior supports. It includes information on:

- Positive behavior interventions
- Applied behavior analysis
- Social Emotional Services Specialist
- Emergency interventions
- Suspension/expulsion
- Intensive Social Emotional Services
- Phoenix School
- Collaborative Education Services (COEDS)
- Residential treatment services

<http://www.venturacountysepa.com/Portals/45/usersdata/Local%20Plan/Section%206%20Social%20Emotional.pdf>

Section Seven: Early Childhood

Section seven includes information on services and options for children birth to age 5, including:

- Early Start program
- Transition to preschool
- Preschool
- Budgets

<http://www.venturacountysepa.com/Portals/45/usersdata/Local%20Plan/Section%207%20Early%20Childhood.pdf>

Section Eight: Program Personnel and Development

This section includes information regarding training opportunities for special education staff in the county. Included is information on the following:

- Personnel recruitment
- Program and personnel development
- Curriculum council
- Evaluation
- Region 8 Personnel Qualification Workgroup
- Advanced certification program
- Para-educator professional development
- Program monitoring and program review

<http://www.venturacountyselpa.com/Portals/45/usersdata/Local%20Plan/Section%208%20Personnel%20Development.pdf>

Section Nine: Budget

Section nine includes information regarding the budget development and allocation of funds within the county. The following topics are reviewed in this section:

- Annual budget adoption
- Funding model
- Funding for VCOE
- Funding for Non-Public schools and preschool
- Funding for low incidence materials and services
- Funding for Personnel Development, Workability and Early Start
- Excess costs

<http://www.venturacountyselpa.com/Portals/45/usersdata/Special%20Ed/Budget%20-%209.pdf>

Section Ten: Parent Involvement

Section ten contains information regarding parent involvement in the SELPA. Included in this section is the following information:

- Information and resources for families
- Community Advisory Committee
- Policy and procedural advisement

<http://www.venturacountyselpa.com/Portals/45/usersdata/Local%20Plan/Section%2010%20Parent%20Involvement.pdf>

Section Eleven: Transition to Adult Life

Section eleven includes information specifically related to transition aged youth and their families. Included in this section is information regarding the transition process the workability program and the Transition Partnership Project.

<http://www.venturacountyselpa.com/Portals/45/usersdata/Local%20Plan/Section%2011%20Transition%20to%20Adult.pdf>

(Please copy on SELPA/District letterhead)

**Special Education Local Plan Area
Local Educational Agency Assurances**

1. Free Appropriate Public Education (20 United States Code [U.S.C.] § 1412 (a)(1))

It shall be the policy of this local educational agency (LEA) that a free appropriate public education is available to all children residing in the LEA between the ages of three through 21 inclusive, including students with disabilities who have been suspended or expelled from school.

2. Full Educational Opportunity (20 U.S.C. § 1412 (a)(2))

It shall be the policy of this LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to non-disabled pupils.

3. Child Find (20 U.S.C. § 1412 (a)(3))

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located and evaluated. A practical method is developed and implemented to determine which students with disabilities are currently receiving needed special education and related services.

4. Individualized Education Program (IEP) And Individualized Family Service Plan (IFSP) (20 U.S.C. § 1412 (a)(4))

It shall be the policy of this LEA that an individualized education program (IEP) or an individualized family service plan (IFSP) is developed, reviewed, and revised for each child with a disability who requires special education and related services in order to benefit from his/her individualized education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions.

5. Least Restrictive Environment (20 U.S.C. § 1412 (a)(5))

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special class, separate schooling, or other removal of a student with disabilities from the general educational environment, occurs only when the nature or severity of the disability of the student is such that education in general classes with the use of supplemental aids and services cannot be achieved satisfactorily.

6. Procedural Safeguards (20 U.S.C. § 1412 (a)(6))

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards throughout the provision of a free appropriate public education including the identification, evaluation, and placement process.

7. Evaluation (20 U.S.C. § 1412 (a)(7))

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted at least once every three years or more frequently, if appropriate.

8. Confidentiality (20 U.S.C. § 1412 (a)(8))

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA).

9. Part C, Transition (20 U.S.C. § 1412 (a)(9))

It shall be the policy of this LEA that a transition process for a child who is participating in Early Education Programs (Individuals with Disabilities Education Act [IDEA], Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely, and effective for the child and family.

10. Private Schools (20 U.S.C. § 1412 (a)(10))

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. Local Compliance Assurances (20 U.S.C. § 1412 (a)(11))

It shall be the policy of this LEA that the Local Plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the IDEA, the Federal Rehabilitation Act of 1973, Section 504 of Public Law, and the provisions of the California *Education Code*, Part 30.

12. Interagency (20 U.S.C. § 1412 (a)(12))

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process.

13. Governance (20 U.S.C. § 1412 (a)(13))

It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the Local Plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Educational Agency.

14. Personnel Qualifications (20 U.S.C. § 1412 (a)(14))

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities.

This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the CDE about staff qualifications.

15. Performance Goals & Indicators (20 U.S.C. § 1412 (a)(15))

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

16. Participation In Assessments (20 U.S.C. § 1412 (a)(16))

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments, consistent with state standards governing such determinations.

17. Supplementation of State/Federal Funds (20 U.S.C. § 1412 (a)(17))

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local, and other federal funds.

18. Maintenance of Effort (20 U.S.C. § 1412 (a)(18))

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations.

19. Public Participation (20 U.S.C. § 1412 (a)(19))

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities, are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. Rule of Construction (20 U.S.C. § 1412 (a)(20))

(Federal requirement for state educational agency only)

21. State Advisory Panel (20 U.S.C. § 1412 (a)(21))

(Federal requirement for state educational agency only)

22. Suspension/Expulsion (20 U.S.C. § 1412 (a)(22))

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised.

23. Access to Instructional Materials (20 U.S.C. § 1412 (a)(23))

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National Instructional Materials Accessibility Standard.

24. Overidentification and Disproportionality (20 U.S.C. § 1412 (a)(24))

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities.

25. Prohibition on Mandatory Medicine (20 U.S.C. § 1412 (a)(25))

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. Distribution of Funds (20 U.S.C. § 1411(e),(f)(1-3))

(Federal requirement for state educational agency only)

27. Data (20 U.S.C. § 1418 a–d)

It shall be the policy of this LEA to provide data or information to the CDE that may be required by regulations.

28. Reading Literacy (State Board requirement, 2/99)

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, special education local plan area (SELPA) Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

29. Charter Schools (California *Education Code* 56207.5 (a–c))

It shall be the policy of this LEA that a request by a charter school to participate as an LEA in a SELPA may not be treated differently from a similar request made by a school district.

In accordance with Federal and State laws and regulations, the Ventura County SELPA certifies that this plan has been adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws, regulations and state policies and procedures, including compliance with the Individuals with Disabilities Education Act, 20 USC 1400 et.seq, and implementing regulations under 34 CFR, Parts 300 and 303, 29 USC 794, 705 (20), 794- 794b, the Federal Rehabilitation Act of 1973, as amended, and the provisions of the California Education Code, Part 30 and Chapter 3, Division 1 of Title V of the California Code of Regulations.

Be it further resolved, the LEA superintendent shall administer the local implementation of procedures, in accordance with state and federal laws, rules, and regulations, which will ensure full compliance.

Furthermore, the LEA superintendent ensures that policies and procedures covered by this assurance statement are on file at the Local Education Agency and the SELPA office.

Adopted this _____ day of _____, 2015_____.

Yeas: _____ Nays: _____

Signed: _____, Superintendent,
Secretary to the Board of Education
(or use appropriate titles)

VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA - SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2015



SECTION 1 – GOVERNANCE

Section 2 – SELPA-wide Service Delivery

Section 3 – INDIVIDUAL STUDENT PLANNING

SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION

Section 5 – Alternative Placement

SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING

SECTION 7 – EARLY CHILDHOOD

SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW

SECTION 9 – BUDGET

SECTION 10 – PARENT INVOLVEMENT

SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are Local Plan Policy.**

Ventura County SELPA
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Camarillo, CA 93012
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www.venturacountyselfpa.com

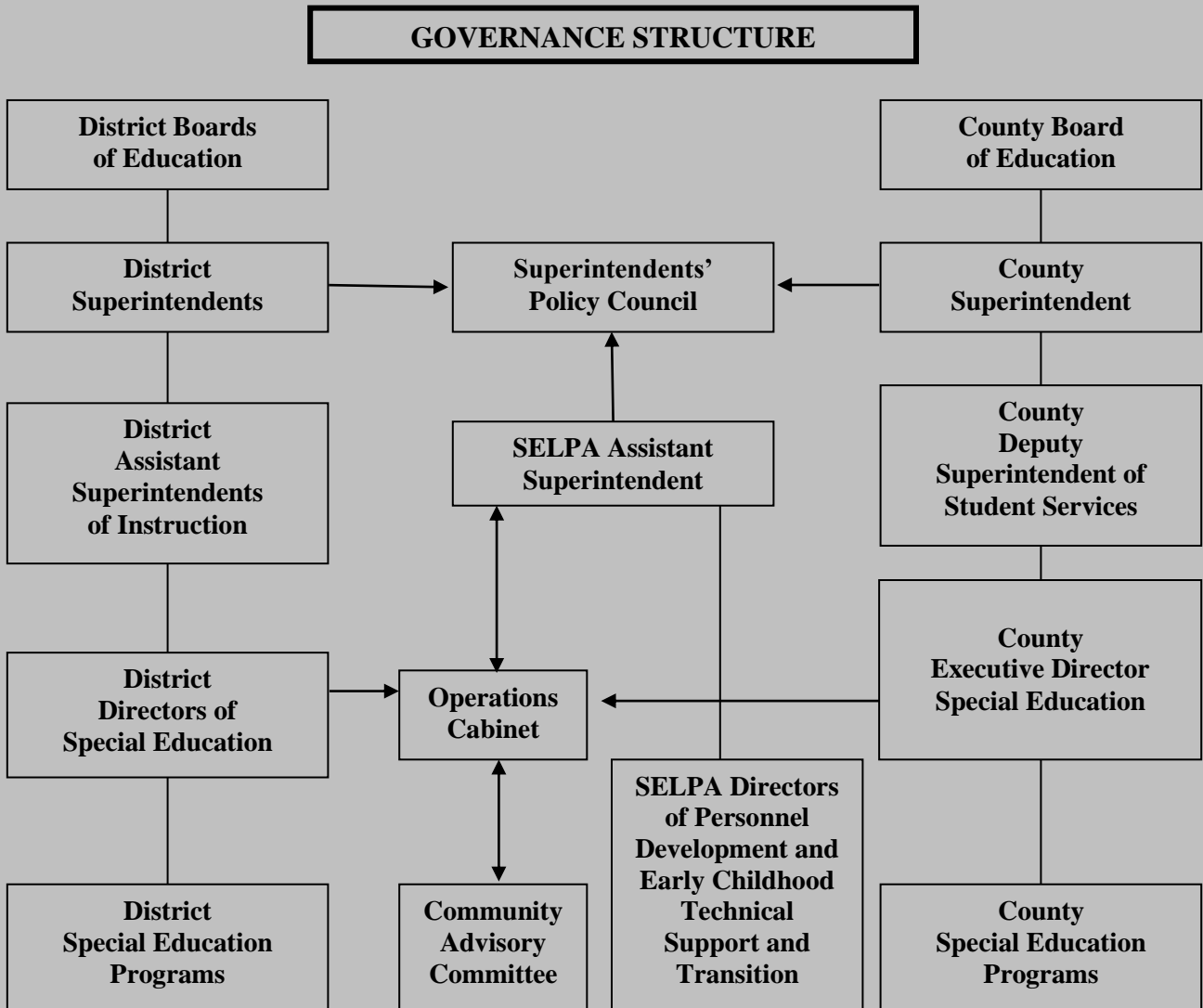
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-
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I. Governance Structure

The administrative structure for the Ventura County SELPA, shown in the following chart, maintains lines of authority and areas of responsibility for special education at the district and county levels. Each district maintains responsibility for special education programs within its boundaries.



II. Governance

A. Cooperative Plan

The Ventura County Special Education Local Plan Area consists of all the school districts in Ventura County, the Las Virgenes Unified School District in Los Angeles County, and the Ventura County Office of Education.

These educational agencies are joined to provide free, appropriate public education programs and services to individuals with exceptional needs from birth through 21 years residing in the SELPA, regardless of district of residence.

Governance of the SELPA is provided by (1) participating Local Educational Agency (LEA) Boards of Trustees, (2) the Superintendents' Policy Council, the Assistant Superintendent of the Ventura County SELPA, (5) Operations Cabinet, and (6) the Community Advisory Committee.

All required Assurances will be followed and included in the Local Plan. **(Appendix A)**

B. Governing Boards

The plan for service delivery is the Interdistrict charts (Section 2, Appendix A). The Interdistrict charts will be reviewed annually for accuracy and if changes are made will be approved by Operations Cabinet. The SELPA's Annual Service Plan and Annual Budget Plan will be reviewed and adopted each year after the required Public Hearing.

The Governing Boards of each participating local education agency will determine, and be responsible for, special education programs and related services offered in their district, as well as for special education curriculum decisions. Each Board, by certification of the Plan, assures equal access to appropriate special education programs and related services regardless of district of residence. Each Board is responsible for recruitment and hiring of district personnel and each Board administers district program budgets.

Each governing board has the responsibility for approval of The SELPA Local Plan for Special Education and for approval of subsequent revisions of the plan.

C. Superintendents' Policy Council

Each superintendent shall participate in the Special Education Local Plan Area Superintendents' Policy Council. The Superintendents' Policy Council is the decision-making body on matters related to SELPA. **(Appendix B)**

D. SELPA Assistant Superintendent

Title: Assistant Superintendent, Ventura County Special Education Local Plan Area (SELPA)

1. Primary Responsibilities:

-
- a. Implementation of the Ventura County Special Education Local Plan.
 - b. Implementation of authorized regional services.
 - c. Assuring that eligible pupils have full educational opportunity regardless of the district of residence.
 - d. Implementation of the policies and procedures authorized by the Ventura County Superintendents' Policy Council.
2. Additional Duties:
- a. Act as a resource for local districts concerning state and federal laws and regulations pertaining to special education.
 - b. Provide leadership in fulfilling the adopted annual goals and objectives established by the Superintendents' Policy Council.
 - c. Coordinate writing any revisions of the Ventura County Special Education Local Plan. Provide administrative support and coordinate the implementation of the local plan.
 - d. Assure that all children with disabilities eligible under IDEA have access to appropriate special education services.
 - e. Assist the Superintendents' Policy Council in providing a full continuum of special education services.
 - f. Develop an Annual Budget and Service Plan for public review and approval by the Superintendents' Policy Council.
 - g. Oversee all budgets and financial matters related to the SELPA.
 - h. Plan the agenda and develop exhibits for the monthly meetings of the SELPA Operations Cabinet, and Superintendents' Policy Council.
 - i. Meet monthly with the Operations Cabinet, and regularly with Superintendents' Policy Council.
 - j. Maintain necessary records and complete all reports required by the California State Department of Education and Federal Government.
 - k. Serve as an ex-officio member to the Community Advisory Committee.
 - l. Advise districts concerning due process filings, due process hearings and complaints, and participate as needed.
 - m. Develop written agreements with other public agencies which serve people with disabilities.
 - n. Act as liaison between school districts, the County Office of Education and the California State Department of Education.
 - o. Act as an ombudsman for children with disabilities and their parents.
 - p. Manage the SELPA Assistive Technology Assessment Center (ATAC), Orientation and Mobility and Adapted Physical Education Programs.
 - q. Assist school districts in finding and selecting non-public school placements for children who cannot appropriately be served in Ventura County.
 - r. Establish master contracts and oversight for nonpublic schools and agencies.
 - s. Represent the Ventura County SELPA on local, state, and federal committees.
 - t. Supervise and evaluate all personnel funded by the SELPA.
 - u. Implement policies established by the SELPA to assure that due process procedures are followed.
 - v. Provide outreach to private and charter schools serving students with special needs.
 - w. Attend monthly meetings of SELPA Administrators of California.
 - x. Oversee SELPA programs for the provision of mental health services to SWD.

E. Directors, Personnel Development/Early Childhood and Technical Support/Transition.

The Directors shall be supervised by the Assistant Superintendent. Duties will include:

1. Facilitate the annual Personnel Development Plan, which includes assessment of needs, planning and implementation of resources, materials, and inservice opportunities to general education staff, special education staff, administrators, families and community members regarding students with disabilities, as per Education Code 56420.
2. Manage SELPA's participation in the Ventura County Early Start Program, as per California Government Code 95009 and 95028, including interagency collaboration with Tri-Counties and North Los Angeles County Regional Centers and facilitation of LEA infant staff.
3. Manage the Ventura County SELPA WorkAbility I Program as per Education Code Section 56470 and supervise SELPA WorkAbility staff.
4. Manage the Ventura County SELPA Autism Certification Program.
5. Manage the provision of training in emergency behavior interventions as mandated by Title 5, CCR Section 3001 (c).
6. Represent the SELPA in interagency activities.
7. Develop and provide information and resources to families of children with disabilities.
8. Supervise the Ventura County SELPA Occupational Therapists, Certified Occupational Therapy Assistants, Physical Therapists, Behavior/Social Emotional Specialists, and DHH Cochlear Implant Specialist.
9. Coordinate monthly Program/Personnel Development meetings to gain input, develop activities, and disseminate information to all school districts.
10. Attend all Operations Cabinet meetings to give updates and gain support from Operations Cabinet members.
11. Attend all Community Advisory Committee meetings as an ex-officio member and facilitate CAC activities and subcommittee work.

F. Operations Cabinet

The SELPA Assistant Superintendent will meet monthly with Operations Cabinet to review policies, procedures and issues and develop recommendations to the Superintendents' Policy Council for approval/adoption.

1. Members:
The Operations Cabinet shall consist of the Coordinator/Director of Special Education or their designee from each district in the Ventura County SELPA, the Ventura County Office of Education, and any Charter Schools operating as their own LEA.

In addition, representatives from small districts, nonpublic and charter schools meet with the SELPA Assistant Superintendent and Director on a regular basis.

2. Roles:

- a. Advise the Assistant Superintendent and the Superintendents' Policy Council on issues of provision of special education programs and related services throughout the SELPA.
- b. Facilitate cooperation among participating educational agencies and serve as a vehicle to resolve conflicts.
- c. Recommend to the Superintendents' Policy Council establishment of new or expanded programs and needed policy changes.
- d. Advise the Assistant Superintendent and the Superintendents' Policy Council on the allocation of and use of all Special Education budgets.
- e. Assist the SELPA Assistant Superintendent in determining the SELPA annual goals and objectives
- f. Consider and act upon, as appropriate, input from the Community Advisory Committee.
- g. Facilitate conflict resolution at the local level.

G. SELPA Administration

The Administrative Unit under the direction of the SELPA Assistant Superintendent will coordinate the governance and administration of the local plan, coordinate the implementation of the plan, and provide support personnel according to the Ventura County SELPA local plan.

1. SELPA Operations

The SELPA Assistant Superintendent will receive and manage funds designated by vote of the Superintendents' Policy Committee for SELPA Operations. These funds will be included in the Annual Budget Plan and approved by the Superintendents' Policy Council.

2. Selection of SELPA Staff (Assistant Superintendent and Directors)

The position of Assistant Superintendent will be filled according to procedures of the Ventura County Office of Education, with final approval of the designee made by the Superintendents' Policy Council. The Assistant Superintendent is evaluated by the Ventura County Superintendent with input from the Policy Council Chairperson and the Policy Council Members. The Directors will be evaluated according to procedures of the Ventura County Office of Education.

The SELPA Assistant Superintendent shall recommend for hire and supervise all SELPA staff also according to Ventura County Office of Education procedures. The Ventura County SELPA staff shall be employees of the Ventura County Office of Education and subject to all conditions as all other Ventura County Office of Education employees.

3. Changes in SELPA Governance Structure

The Ventura County SELPA governance structure may be changed by a majority vote of the Superintendents' Policy Council. Any Superintendent may propose governance changes to be reviewed and determined by the Superintendents'

Policy Council.

4. Implementation of Local Plan

The SELPA Assistant Superintendent has the responsibility for the implementation of the Local Plan through the Local Educational Agencies in the Plan. The plan will be implemented according to governance structure depicted on page 3.

III. Changes in Delivery of Programs and Services within the SELPA

Any change to the programs and services adopted by the Superintendents' Policy Council of the Ventura County Special Education Local Plan Area are subject to specific provisions of Education Code Sections 56207(a) – 56207(a) (7). (Listed in #3 below).

1. Any local agency which is currently designated as a Local Education Agency (LEA) participating in the Ventura County Local Plan for Special Education may elect to pursue an alternative option to the agreed upon plan of programs/services by notifying the Assistant Superintendent of the intent at least one year prior to the date the alternative plan would become effective.
2. Any change to the Annual Service Plan or interdistrict charts by an LEA is subject to the approval of the Superintendents' Policy Council.
3. Approval of a proposed alternative program/service plan by the Superintendents' Policy Council must be based on the capacity of the district(s) within the Ventura County SELPA to ensure that special education programs and services are provided to all children with disabilities. Any proposed alternate plan shall address:
 - Pupil needs
 - The availability of the full continuum of services to affected pupils.
 - The functional continuation of the current individualized education programs of all affected pupils
 - The provision of services in the least restrictive environment from which affected pupils can benefit
 - The maintenance of all appropriate support services
 - The assurance that there will be compliance with all federal and state laws, regulations and special education local plan area policies.
 - The means through which parents and staff were represented in the planning.
4. If a change to the Annual Service Plan is approved by the Superintendents' Policy Council it will take effect no earlier than the first day of the second fiscal year beginning after the date on which the sending or receiving agency has informed the other agency and the Superintendents' Policy Council of its intent. However if the Superintendents' Policy Council unanimously approve the transfer, it may take effect on the first day of the first fiscal year following that date.

IV. Resolution of Disagreements within the SELPA

The Ventura County SELPA Superintendents' Policy Council is the policy-making entity of the SELPA. It is the intent of the Superintendents' Policy Council that issues are resolved at the level of initiation. The Superintendents' Policy Council is considered the board of last resort and will take no action that would undermine local authority.

If resolution is not reached, the SELPA Assistant Superintendent and district Superintendent will meet and attempt to resolve the disputed issue. If the issue is not resolved, the SELPA Assistant Superintendent will present the contested issue at the next regularly scheduled Superintendents' Policy Council Meeting for discussion and resolution. Resolution shall be determined by a majority vote of the members present at the meeting.

Conflict resolution will be facilitated at the local level by allowing any Director of Special Education who is a member of Operations Cabinet to bring the issues before an Operations Cabinet Committee meeting. Any agreed upon recommendations would be forwarded to the Superintendents' Policy Council.

V. Interagency Agreements

In the continuing effort to meet the educational needs of all the special education students residing in the SELPA, the agencies participating in the Plan agree to adhere to those agreements entered into by the State Department of Education.

Additionally, the Ventura County Special Education Local Plan Area has developed agreements with:

- *California Children Services (Colleen Schulze, Agency Liaison) - (Appendix C)*
- *Tri-Counties Regional Center for Part B of the IDEA (Sha Azedi, Agency Liaison) - (Appendix D)*
- *Ventura County Department of Behavioral Health (Elaine Crandall, Agency Liaison) - (Appendix E)*
- *Ventura County Head Start and Early Head Start Program (Alicia Ramirez, Agency Liaison) (Appendix F)*
- *Tri-Counties Regional Center - Part C of IDEA (Sha Azedi, Agency Liaison) - (Appendix G)*
- *North Los Angeles County Regional Center – Part C of IDEA, George Stevens, Executive Director (Appendix H)*

Agreement for provision of educational or related services may be entered into by any participating educational agency or other local public agencies.

Consideration of proposed agreements shall be reviewed by the District Administrator of Special Education for each LEA in the SELPA and, in the case of SELPA-wide

agreements, by the Operations Cabinet with submission to the Superintendents' Policy Council for approval. Special attention in this review process will be given to possible effects or impact on all participants in the Plan.

VI. Charter Schools

Charter Schools are chartered by a LEA, the County Office of Education, or the state Department of Education. The Charter may choose to operate as an LEA for special education purposes or may choose to operate as a school under the chartering agency. The chartering entity will develop an agreement with the Charter School for dispersement of special education funding and provision of special education services. The chartering entity is responsible for assuring that children enrolled in Charter Schools receive all required special education services.

The Ventura County Office of Education has guidelines for Charter Schools, (**Appendix I**)

VII. Community Advisory Committee

The SELPA Assistant Superintendent or his/her designee represents the Superintendents' Policy Council to the Community Advisory Committee and on a rotating basis a district Director of Special Education shall serve as liaison to the Community Advisory Committee and report to the Operations Cabinet.

Selection of members of the Community Advisory Committee will be the responsibility of each administrator of special education acting for the Local Board, and with its approval. The Operations Cabinet will assure that the make-up of the Committee meets the standards as stated in the California **Education Code Sections 56192 and 56193** and that annually staggered two-year terms are established so that no more than half of the members serve the first year of a term in any one year.

The SELPA Assistant Superintendent and Operations Cabinet representatives to CAC will ensure that Community Advisory Committee concerns and comments are forwarded to the Operations Cabinet and that reactions are reported to the Community Advisory Committee.

The Community Advisory Committee of the Ventura County SELPA accepts as one of its main purposes the maintenance of open and free-flowing communication from the Special Education Administration to the entire community, as well as directing information from the community to the administration.

A major focus of the Community Advisory Committee is community education directed toward awareness and information about the Plan and its implementation. As a group, and individually, Community Advisory Committee members will encourage community involvement in and knowledge of the Plan, as well as the general education of pupils with disabilities and their parents. Community Advisory Committee members will support activities on behalf of individuals with exceptional needs. Additionally, Community Advisory Committee members will assist in parent awareness of the importance of regular school attendance.

The constitution and bylaws stipulate that CAC membership shall include:

- a. Parents of individuals with exceptional needs enrolled in public or private schools.
- b. Parents of other pupils enrolled in school.
- c. Pupils with disabilities.
- d. Adults with disabilities.
- e. Regular education teachers.
- f. Special education teachers.
- g. Other school personnel.
- h. Representatives of other public and private agencies.

The bylaws contain a description of the process used to appoint members of the CAC. When appropriate, this procedure provides for selection of representatives by their peers.

(Appendix J)

VIII. Program Compliance Monitoring and Support

Several activities are included in the SELPA's monitoring and support of LEAs including:

A. CASEMIS Reports

These reports are reviewed and discussed at Operations Cabinet meetings and at the Superintendents' Policy Council in order to:

- Compare year to year data
- Examine SELPA wide trends
- Facilitate program planning
- Locate and explain anomalies
- Identify compliance issues
- Monitor Disproportionality
- Monitor provision of mental health services (CASEMIS 500's)
- Monitor Suspension/Expulsion Rates

B. State Performance Plan Indicator Reports

These reports are reviewed and discussed annually with LEAs to determine the area/s that are in need of improvement/assistance based on the indicators specified by the state. The SELPA will explain the SPPI targets and the implications of failure to meet LEA targets in California.

C. The Data Noncompliance (DINC) Process

The process will be explained to all LEAs. The SELPA will provide support and assistance to districts in the Data Noncompliance process. This may include monitoring any required corrections, consultation and training in issues relating to noncompliance.

D. Concerns/Complaints

The SELPA staff receives concerns/complaints and provides communication, guidance and support to LEAs to aid in resolving complaints, as well as ensuring that students/parents are aware of their rights. The SELPA also monitors all CDE formal complaint investigations and seeks to provide support to districts when training may be needed.

E. Fiscal Reports

The SELPA Assistant Superintendent and the SELPA Administrative Unit reviews and monitors all required LEA fiscal reports including special education grant expenditures, Maintenance of Effort (MOE) reports, Excess Cost Calculation and Table 8 to ensure LEAs are meeting State and Federal fiscal requirements.

F. Required Monitoring Activities

The SELPA provides leadership in all required monitoring activities developed by the California Department of Education, including facilitation of information, required activities and completion and submission of forms/reports.

G. Verification Reviews

If a district is chosen for a Verification Review conducted by CDE staff, the Ventura County SELPA will provide support as needed to the district being reviewed.

H. Ongoing Program Review

The Ventura County SELPA Assistant Superintendent works directly with Operations Cabinet and Superintendents' Policy Council to inform them of legal/compliance information as well as promising practices and exemplary programs throughout the state.

IX. Annual Reports to the California Department of Education

The SELPA will participate in evaluation activities as prescribed by *Education Code Section 56601* under the direction of the SELPA Assistant Superintendent. This information shall include statistical data, program and fiscal information as required by CDE. The SELPA Office will collect data from each district and submit to the California Department of Education as required.

X. Development of the Local Plan

The SELPA Assistant Superintendent/designee shall be responsible for the coordination of the development of the Local Plan.

The CAC Local Plan Committee will be responsible for ongoing review/revision of the Local Plan in collaboration with the SELPA Assistant Superintendent and Directors of Personnel Development/Early Childhood and Technical Support/Transition. The CAC will provide opportunities to all key stakeholder groups to give input/feedback on the

local plan.

The role of the Operations Cabinet in the development of the Local Plan is to:

- review the input of the CAC Local Plan Committee;
- review drafts;
- provide input;
- make recommendations to the SELPA Superintendents' Policy Council;
- review the final plan before submission.

The role of the SELPA Superintendents' is to:

- review the recommendation of Operations Cabinet and the CAC Local Plan Committee;
- review drafts;
- provide input from their district and from their respective governing boards
- review and approve the final plan for submission to the full Superintendents' Policy Council and local governing boards for approval;

Evidence of Participation in the Development of the Local Plan shall be determined by:

- a. Dates of CAC Local Plan Committee to discuss review/revisions to Local Plan.
- b. Dates of CAC public meetings where drafts are discussed.
- c. Minutes from Operations Cabinet where Local Plan was discussed.
- d. Minutes from Superintendents' Policy Council where drafts are discussed.
- e. Minutes from Program Personnel Development where drafts were discussed.

XI. Amendments to the Local Plan

The SELPA Superintendents' Policy Council can approve amendments to the local plan on an "interim" basis for up to one year. Amendments approved in this manner would become permanent upon subsequent approval by all LEA governing boards and the California Department of Education.



SECTION 1
GOVERNANCE
APPENDICES A-J

**Ventura County
Special Education Local Plan Area
Local Education Agency (LEA)**

LOCAL EDUCATION AGENCY (LEA) ASSURANCES

1. FREE APPROPRIATE PUBLIC EDUCATION (20 USC § 1412 (a)(1))

It shall be the policy of this LEA that a free appropriate public education is available to all children residing in the LEA between the ages of three through twenty-one inclusive, including students with disabilities who have been suspended or expelled from school.

2. FULL EDUCATIONAL OPPORTUNITY (20 USC § 1412 (a)(2))

It shall be the policy of this LEA that all pupils with disabilities have access to educational programs, nonacademic programs, and services available to non-disabled pupils.

3. CHILD FIND (20 USC § 1412 (a)(3))

It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children attending private schools, regardless of the severity of their disabilities, and who are in need of special education and related services are identified, located, evaluated, and offered FAPE.

4. INDIVIDUALIZED EDUCATION PROGRAM (IEP) AND INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP) (20 USC § 1412 (a)(4))

It shall be the policy of this LEA that an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP) is developed, reviewed and revised for each child with a disability who requires special education and related services in order to benefit from his/her special education program. It shall be the policy of this LEA that a review of an IEP will be conducted on at least an annual basis to review a child's progress and make appropriate revisions at any time a student receives an initial formal assessment, a student demonstrates a lack of anticipated progress, a parent or teacher requests a meeting to develop, review, revise the IEP, and at least annually to review the student's progress, the IEP, and whether the student is achieving annual goals and in an appropriate placement. (Ed Code Section 56343.)

5. LEAST RESTRICTIVE ENVIRONMENT (20 USC § 1412 (a)(5))

It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled in the school they would attend if not disabled. Special class, separate schooling, or other removal of a student with disabilities from the regular

educational environment, occurs only when the nature or severity of the disability of the student is such that education in regular classes with the use of supplemental aids and services cannot be achieved satisfactorily.

6. PROCEDURAL SAFEGUARDS (20 USC § 1412 (a)(6))

It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards available under the IDEA.

7. EVALUATION (20 USC § 1412 (a)(7))

It shall be the policy of this LEA that a reassessment of a student with a disability shall be conducted not more than once a year, at least once every three years, or more when otherwise appropriate.

8. CONFIDENTIALITY (20 USC § 1412 (a)(8))

It shall be the policy of this LEA that the confidentiality of personally identifiable data information and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act (FERPA).

9. PART C, TRANSITION (20 USC § 1412 (a)(9))

It shall be the policy of this LEA that a transition process for a child who is participating in Early Intervention Programs (IDEA, Part C) with an IFSP is begun prior to a toddler's third birthday. The transition process shall be smooth, timely and effective for the child and family.

10. PRIVATE SCHOOLS (20 USC § 1412 (a)(10))

It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive proportionate share of federal funds allocated for the purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents.

11. LOCAL COMPLIANCE ASSURANCES (20 USC § 1412 (a)(11))

It shall be the policy of this LEA that the local plan shall be adopted by the Board and is the basis for the operation and administration of special education programs; and that the agency herein represented will meet all applicable requirements of state and federal laws and regulations, including compliance with the Individuals with Disabilities Education Act, the Federal Rehabilitation Act of 1973, Section 504 of Public Law and the provisions of the California Education Code, Part 30.

12. INTERAGENCY (20 USC § 1412 (a)(12))

It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for FAPE are available and provided in accordance with their IEP's, including the continuation of services during an interagency dispute resolution process.

13. GOVERNANCE (20 USC § 1412 (a)(13))

It shall be the policy of this LEA to support and comply with the provisions of the governance structure and any necessary administrative support to implement the plan.

14. PERSONNEL QUALIFICATIONS (20 USC § 1412 (a)(14))

It shall be the policy of this LEA to ensure that personnel providing special education related services meet the highly qualified requirements as defined under federal law, including that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of an LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with appropriate agencies about staff qualifications.

15. PERFORMANCE GOALS & INDICATORS (20 USC § 1412 (a)(15))

It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE.

16. PARTICIPATION IN ASSESSMENTS (20 USC § 1412 (a)(16))

It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs. The IEP team determines how a student will access assessments or alternate assessments, consistent with state standards governing such determinations.

17. SUPPLEMENTATION OF STATE/FEDERAL FUNDS (20 USC § 1412 (a)(17))

It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA; will be used to supplement and not to supplant state, local and other Federal funds. Up to 15% may be used for coordinated pre-referral interventions.

18. MAINTENANCE OF EFFORT (20 USC § 1412 (a)(18))

It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in Federal law and regulations.

19. PUBLIC PARTICIPATION (20 USC § 1412 (a)(19))

It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA.

20. RULE OF CONSTRUCTION (20 USC § 1412 (a)(20))

(Federal requirement for State Education Agency only)

21. STATE ADVISORY PANEL (20 USC § 1412 (a)(21))

(Federal requirement for State Education Agency only)

22. SUSPENSION/EXPULSION (20 USC § 1412 (a)(22))

The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures and practices related to suspension and expulsion are consistent with federal and state law.

23. ACCESS TO INSTRUCTIONAL MATERIALS (20 USC § 1412 (a)(23))

It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state adopted National Instructional Materials Accessibility Standard.

24. OVERIDENTIFICATION AND DISPROPORTIONALITY (20 USC § 1412 (a)(24))

It shall be the policy of this LEA to prevent the inappropriate disproportionate representation by race and ethnicity of students with disabilities, including overidentification of certain eligibility categories.

25. PROHIBITION ON MANDATORY MEDICINE (20 USC § 1412 (a)(25))

It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services.

26. DISTRIBUTION OF FUNDS (20 USC § 1411(e),(f)(1-3))

(Federal requirement for State Education Agency only)

27. DATA (20 USC § 1418 a-d)

It shall be the policy of this LEA to provide data or information to the California Department of Education that may be required by laws and regulations.

28. READING LITERACY (State Board requirement, 2/99)

It shall be the policy of this LEA that in order to improve the educational results for students with disabilities, SELPA Local Plans shall include specific information to ensure that all students who require special education will participate in the California Reading Initiative.

29. CHARTER SCHOOLS (E.C. 56207.5 (a-c))

It shall be the policy of this LEA that a request by a charter school to participate as a local educational agency in a special education local plan area may not be treated differently from a similar request made by a school district.

**BY-LAWS
OF THE
VENTURA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA
SUPERINTENDENTS' POLICY COUNCIL**

1. The role of the SELPA Superintendents' Policy Council is to:
 - a. Adopt SELPA policy.
 - b. Direct SELPA administration.
 - c. Determine the duties and responsibilities of The SELPA Assistant Superintendent.

2. Scheduling of Superintendents' Policy Council Meetings

Meetings of the SELPA Superintendents' Policy Council are held on the day the regularly scheduled County Superintendents meetings.

3. Selection of the Superintendents' Council Chair
 - a. A nomination and election process will be conducted to select a Chairperson.
 - b. Role of the Chairperson:
 - (1) The Chairperson will function as liaison between the Superintendents' Policy Council and the SELPA Assistant Superintendent. The Chairperson and the SELPA Assistant Superintendent will establish the agenda for each meeting. A call for additional agenda items will be made during each meeting.
 - (2) The Chairperson and the SELPA Assistant Superintendent will identify the information, materials, and data needed for each agenda item
 - (3) The Chairperson may call special meetings as needed.

4. Voting by members of the Superintendents' Policy Council will be on a one vote per district basis. To be passed, items must receive a majority of the votes cast. A tie will be considered a negative decision.

5. A quorum will consist of eleven Superintendents present. District Superintendents have the option of giving his/her vote to another member of the SELPA Superintendents' Council when he/she is unable to attend. The SELPA Assistant Superintendent should be notified in advance.

6. Purpose:

The authority for governance of the SELPA shall be vested in the Superintendents' Policy Council.

7. Membership:

The Superintendents' Policy Council shall be comprised of the Superintendent of each participating Local Education Agency (LEA) or his/her designee.

8. Roles:

- a. The Superintendents' Policy Council shall approve all policies and procedures of the SELPA.
- b. The Superintendents' Policy Council shall discuss/approve SELPA budgetary items brought forth by the SELPA Assistant Superintendent
- c. The Superintendents' Policy Council shall approve the yearly goals of the Ventura County SELPA.
- d. The Superintendents' Policy Council shall determine the procedure for the annual evaluation of the Ventura County Special Education Local Plan Area Assistant Superintendent.
- e. The Superintendents' Policy Council shall resolve any issues involving governance and administration of the Local Plan.
- f. Any Superintendent who is a member of the Superintendents' Policy Council may bring before the Superintendents' Policy Council a motion for a modification or change of the governance structure per the Bylaws and Procedures described in "d" below.

9. Bylaws and Procedures:

- a. The Superintendents' Policy Council shall meet at least six times per year.
- b. A quorum shall be defined as one more than half of the member districts being represented.
- c. A Chairperson will be elected by the Policy Council and shall serve a term of three years. The Chairperson may be reelected for a second three year term. The Chairperson's duties shall be to call and preside over meetings and to perform such other duties as may from time to time be delegated by the Superintendents' Policy Council.
- d. Decisions of the Superintendents' Policy Council shall be made by majority vote of the quorum in attendance.

10. Agenda/Minutes

The Assistant Superintendent shall distribute Policy Council agendas to all Superintendents and shall keep a record of all items and policies voted on by the Superintendents' Policy Council. All policies developed by the Superintendents' Policy Council shall be added as appropriate to the Local Plan.

INTERAGENCY AGREEMENT

BETWEEN

VENTURA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA

~ AND ~



VENTURA COUNTY PUBLIC HEALTH DEPARTMENT,
CHILDREN'S MEDICAL SERVICES, CALIFORNIA
CHILDREN SERVICES, MEDICAL THERAPY PROGRAM

2014

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INTERAGENCY AGREEMENT BETWEEN
VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
AND
TRI-COUNTIES REGIONAL CENTER
FOR SERVICES TO STUDENTS AGED 3-22
2013

I. PURPOSE AND SCOPE OF THIS AGREEMENT:

This agreement is between Tri-Counties Regional Center (TCRC) and the Ventura County Special Education Local Plan Area (VC SELPA).

The purpose of this agreement is to establish working collaboration between TCRC and VC SELPA and its member school districts in the provision of services to children in compliance with federal and state laws and regulations.

The Agreement applies to individuals ages 3-22 who are both TCRC eligible and identified students with disabilities who are the responsibility of a local education agency (LEA) of the VC SELPA.

The intent of the document is to:

- A. Clarify, determine and coordinate each agency's responsibility to the individual student/person served and his/her family, including which services are to be provided by each agency.
- B. Establish a means for joint planning to occur, which will ensure that local resources will be developed and utilized in the most effective manner including:
 1. Commitment of resources based on identified needs;
 2. The elimination of duplication of services;
 3. Delineation of the collaboration of fiscal responsibilities in providing needed services to the individual.
- C. Establish and maintain relationship which facilitates communication, collaboration and conflict resolution strategies.
- D. Ensure that each agency conforms to legislative mandates and to the intent of such mandates.

EXHIBIT A

VENTURA COUNTY INTERAGENCY SCOPE OF WORK



Ventura County Health Care Agency
Behavioral Health Department

and



Ventura County Special Education
Local Plan Area

**For The Provision of "Intensive Social/Emotional Services"
(ISES)
To Special Education Eligible Students with IEPs**

2014-2015

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INTERAGENCY AGREEMENT

BETWEEN

**VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN
AREA (SELPA)**

AND

**CHILD DEVELOPMENT RESOURCES OF VENTURA
COUNTY, INC. (CDR) – HEAD START (HS) AND EARLY
HEAD START (EHS)**



**A COLLABORATION TO PROVIDE SERVICES TO
CHILDREN WITH DISABILITIES**

2012

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**MEMORANDUM OF
UNDERSTANDING
2013**

**VENTURA COUNTY SELPA
AND
TRI-COUNTIES REGIONAL
CENTER**

**Individuals with Disabilities
Education Act (IDEA)**

**PART C
Services to Infants and
Toddlers**

**MEMORANDUM OF
UNDERSTANDING
2013**

**VENTURA COUNTY SELPA
AND
NORTH LOS ANGELES COUNTY
REGIONAL CENTER**

**Individuals with Disabilities
Education Act (IDEA)**

**PART C
Services to Infants and
Toddlers**

Ventura County SELPA Charter Schools Policy

I. Purpose

To ensure that all eligible students enrolled in charter schools within the Ventura County SELPA (hereinafter, "SELPA") have access to special education instruction and services.

II. Policy Statement

A. Charter schools will participate within the SELPA so that students enrolled in charter schools will have access to special education instruction and services according to their IEP.

B. The manner in which charter schools participate in the SELPA, including governance and funding for special education instruction and services, depends on the status of the charter school.

III. Charter School Status

A. Charters Granted By the State Board of Education: A charter school granted a charter by the State Board of Education may apply to become an LEA member of the SELPA, as set forth in this policy, if the State Board of Education has delegated its supervisory and oversight responsibilities to an LEA member of the SELPA. If the charter school does not comply with the requirements of Education Code Section 47641(a) and be approved by the Superintendents' Policy Council, the charter school shall be a public school of the LEA member to whom the State Board has delegated its supervisory and oversight responsibilities. If the State Board has not delegated its supervisory and oversight responsibilities, the charter school must be headquartered in, be providing a majority of services within, and demonstrate the majority of its pupils reside within the territory of the SELPA, and meet the requirements of Education Code Section 47641(a), before the charter school may request membership.

B. Charters Granted By An Existing LEA Member: For the purpose of the provision of special education instruction and services, a charter school granted a charter by an LEA member of the SELPA shall be deemed to be either an LEA member of the SELPA, or a public school within the agency granting the charter. All approved charter schools shall be deemed public schools within the granting agency unless the charter school has elected, in its petition for establishment or renewal, or otherwise, to provide verifiable, written assurances that the charter school will participate as an LEA member, and has been granted LEA member status by the Superintendents' Policy Council. This status, as an LEA member of the SELPA, is separate and distinct from the actual legal status of the charter school.

C. Any charter school that seeks membership as an LEA in the SELPA shall follow the application procedure set forth in this policy.

D. Rights and Responsibilities of An LEA Member Charter School:

1. Charter schools that become an LEA member shall participate in state and federal funding in the same manner as other LEA member's with comparable characteristics.

2. A charter school deemed an LEA member will be represented on the Operations Cabinet, Community Advisory Committee, and Program Personnel Development Committee (PPD), and other committees, and will participate in the development of the Local Plan, all in the same manner as other, comparable LEA member's.

3. A charter school deemed an LEA member shall be responsible for all costs and liabilities incurred in the provision of special education services for students enrolled in the charter school. These costs may include, but not be limited to, instruction, transportation, nonpublic school/agency placements, inter/intra SELPA placements, due process proceedings, complaints and attorney fees.

4. Consistent with the requirements applicable to other, comparable LEA members, a charter school deemed an LEA member may purchase services from a district or the county office of education in order to provide a full continuum of services and placement options for disabled students. In such cases, the charter school shall pay for the actual cost of the services including any costs in excess of the state and federal funding provided to the charter school.

E. Rights and Responsibilities of A Charter School Acting As A Public School of the Granting Agency:

1. Charter schools that are deemed to be public schools within the granting agency for purposes of special education will participate in state and federal funding in the same manner as other schools within the granting agency.

2. Charter schools that are deemed to be public schools within the granting agency for purposes of special education will be represented in the governance of the SELPA in the same manner as other schools within the granting agency.

3. Charter schools that are deemed to be public schools within the granting agency for purposes of special education shall contribute an equitable share of their charter school block grant funding to support the granting agency's cost of special education instruction and services, including the cost of instruction and services of charter school pupils. The granting agency and the charter school are encouraged to enter into agreements whereby actual and excess costs are allocated between the parties, specifically, any excess costs associated with providing special education services to identified students, including the administration of special education.

IV. Applications For Membership and LEA Status

A. A charter school may apply to become an LEA member of the SELPA. Application for membership in the SELPA must be made to the SELPA Executive Director by February 1 of the school year preceding the school year in which the charter

school anticipates operating as an LEA within the SELPA. If an application for membership is received on or before the February 1 date, the application shall be submitted to the Superintendents' Policy Council for review and determination on the question of membership. Such determination by the Superintendents' Policy Council shall be made by June 30 of the school year of submission of the application.

B. If an application for membership is received after the February 1 date, and before June 30, the charter school shall not become a member for the upcoming school year, unless the Superintendents' Policy Council finds, in writing, there are extraordinary circumstances, in their sole discretion, justifying a waiver of the deadline. Applications received on or after July 1 shall be treated as applications for the following school year.

C. In order to grant membership status, the Superintendents' Policy Council shall make the final determination whether the charter school meets all requirements of an LEA member. These requirements include:

1. Being located within the geographic boundaries of the Ventura County Local Plan Area. For purposes of this part, "being located" means the granting agency is located within SELPA territory, and the majority of the charter school's services are provided in, and the majority of the charter school's pupils reside in, the territory of the SELPA.

2. Providing a current operating budget in order to assure fiscal responsibility in accordance with Education Code 42130 and 42131.

3. Providing assurances that students will be instructed by staff in a safe environment, including having all charter school facilities meet applicable Building Codes, being "Americans With Disabilities Act" compliant, and having appropriate policies in place to regulate pupil and staff conduct.

4. Providing a copy of the original charter petition and any amendments to such document.

5. Being responsible for any legal fees as they relate to the application and assurances process in becoming an LEA.

6. Meeting the terms of the Agreement Regarding the Organization, implementation, Administration and Operation of the Ventura County Special Education Local Plan Area.

7. Meeting the terms of all policies and procedures included in, or adopted pursuant to, the SELPA Local Plan.

V. Duties of LEA member Agencies

A. Each LEA member that considers granting or renewing a charter petition shall provide notice to the SELPA Executive Director of such consideration, which notice shall be given in sufficient time to permit SELPA representation at the public hearing on the charter, and for review of the charter petition provisions applicable to special

education. In addition, any changes to the charter petition shall be immediately provided to the SELPA Executive Director.

B. Each LEA member that grants a charter shall provide notice to the SELPA Executive Director of the date on which the charter was granted, the date on which the charter proposes to commence operation, whether the charter school will operate as another school of the LEA member or will be applying for LEA member status, and shall provide a complete copy of the approved charter and any MOU applicable to special education services, and any subsequent amendments thereto.

C. Each LEA member that grants a charter to operate as another school of the LEA for purposes of special education shall:

1. Report the enrollment figures of the charter school at the same times as it reports its own enrollment figures.

2. Be responsible for ensuring that the charter school participates in state and federal funding for special education in the same manner as other schools of the LEA.

3. Be responsible for ensuring all children with disabilities enrolled in the charter school receive special education and designated instructional services in a manner that is consistent with their IEP and with all applicable provisions of state and federal law.

4. Be responsible for ensuring a child with disabilities attending the charter school receives special education instruction or designated instruction and services, or both, in the same manner as a child with disabilities attending another public school of the LEA.

5. Be responsible for finding and procuring appropriate special education services, even though a charter school pupil may reside anywhere in the State of California, regardless of what may be otherwise provided by the charter and/or a memorandum of understanding.

6. Clarify, by way of the charter or a separate memorandum of understanding, the responsibilities of each party for the actual delivery of services including referral, assessment, instruction and due process. Such written agreement or charter shall also specify the funding relationships between the parties.

7. Ensure the charter school contributes an equitable share of its charter school block grant funding to support the granting agency's cost of special education instruction and services, including the cost of instruction and services of charter school pupils. The granting agency and the charter school are encouraged to enter into agreements whereby actual and excess costs are allocated between the parties, specifically, any excess costs associated with providing special education services to identified students, including the administration of special education.

8. Be allocated and receive all applicable special education funds for the chartering agency, including the charter school. Allocation of the received funds shall

thereafter depend on the agreement between the charter school and the chartering agency.

9. Represent the interests of the charter school, like other schools within the chartering agency, in the SELPA governance structure.

D. The IEP team of an LEA member may place a student in a charter school program only with agreement between the LEA of residence, the charter school and with parental consent. Under such circumstances, the placing district will be responsible for any excess costs in accordance with the SELPA Local Plan.

VI. Charter Approval/Renewal Guidelines

A. No LEA member shall approve a petition for the creation or renewal of a charter school or agree to become the supervisorial oversight agency unless the petition:

1. Contains adequate assurances that the proposed school will comply with all provisions of federal law and implementing regulations related to the rights of disabled students and their parents. (20 U.S.C. Chapter 33, the Individuals with Disabilities Education Act)

2. Includes a reasonably comprehensive description of the means by which the charter school intends to serve students with disabilities.

3. Includes a specific reference as to whether the charter school intends to be deemed an LEA or a public school of the granting agency for the provision of special education services.

4. Includes specific details about the procedures and delivery systems related to the provision of special education services, or includes a provision requiring that such details be set forth in a written agreement between the charter school and the chartering entity, which writing shall include a provision making violation of the charter's special education obligations a violation of the charter.

5. Contains assurances that no student will be denied admission to the charter school based on disability or lack of available services.

6. Describes a non-LEA member charter school's participation in the allocation of excess costs and/or the charter school's equitable contribution toward the granting agency's cost of special education, or incorporates an agreement with the granting entity which describes the same.

7. Ensures a charter school IEP team may place a student in a special education program provided by another educational entity, i.e., a county office or a district, only by agreement between the responsible educational entities, and with parental consent.

8. Ensures the charter school will be responsible for any excess costs attributable to the placement, on the same terms as applied to other agency's, and in accordance with the Ventura County SELPA Local Plan, when the charter school's IEP team places a student in a special education program provided by another educational

entity, i.e., a county office or a district.

9. Includes the following requirements:

a. The charter school will implement a Student Study Team process (a general education function) to monitor and guide referrals for Section 504 and special education services.

b. Any student attending the charter school who is identified as potentially in need of Section 504 services shall be the responsibility of the charter school.

c. Description of the process for notifying the district of residence and the chartering district whenever a special education student enrolls, becomes eligible, ineligible and/or leaves the charter school.

d. Description of the process of transition to or from a district when a student with a current IEP enrolls in or transfers from the charter school.

e. Includes a reasonably comprehensive description of the charter school's "Response To Intervention" (RTI) procedures that comply with the requirements of the federal "No Child Left Behind" laws.

B. Prior to approving a charter school petition, the superintendent or designee of the chartering agency shall consult with the Ventura County SELPA Executive Director regarding the provision of special education services to students enrolled in the prospective charter, and provide a complete copy of the petition and proposed agreements between the chartering agency and the charter school.

VII. Administrative Procedures

A. If approval of a charter school requires a change of a SELPA policy, procedure or agreement, a request for such change shall be reviewed pursuant to the policy making process outlined in the SELPA Local Plan.

B. If a charter school is granted by an agency outside of the SELPA:

1. In the absence of a written agreement to the contrary, responsibility for the programs and services for pupils with disabilities will be borne solely by the charter school, the chartering agency, and the chartering agency's SELPA, if any.

2. Should such granting agency or charter desire to acquire special education services from an LEA member of the SELPA, such services shall be acquired through inter-SELPA agreements. Any service to be provided by SELPA or any of its LEA member agencies shall be arranged in advance.

3. Where a charter school, operating within the jurisdiction of the SELPA, has not been granted by an LEA member of the SELPA, neither the SELPA nor the local district within which the charter school is located has any obligation to reach any agreement on the provision of special education services.

C. Charter schools may enroll students who reside outside the boundaries of the SELPA. The allocation plan shall not exclude such students. However this shall be contingent upon state and federal funding, including 602 funds, following the student.

D. State and federal funding for special education apportioned on behalf of students enrolled in charter schools shall be included in the Fiscal Allocation Plan adopted by the SELPA.

E. Charter schools operating either as LEA's or public schools of the granting agency, cannot commit resources of the SELPA beyond those resources available through the approved SELPA Fiscal Allocation Plan.

F. Terms of this policy may be altered by following the procedure in the Local Plan. If any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the policy shall remain in effect, unless agreed otherwise by the members of the SELPA Superintendents' Policy Council. The SELPA Executive Committee members will meet in a timely and proactive fashion to discuss and resolve issues or differences relating to invalidated provisions.

Ventura County Special Education Local Plan Area
Community Advisory Committee (CAC)

**CONSTITUTION AND BYLAWS FOR VENTURA COUNTY SELPA
COMMUNITY ADVISORY COMMITTEE**

Article I ~ Name and Location

Section 1.01: The name of the organization shall be the ***Community Advisory Committee***.

Section 1.02: The location shall be within the Ventura County Special Education Local Plan Area (***SELPA***).

Article II ~ Purpose

Section 2.01: The purpose of the Committee shall be to represent broad interests in the community and to promote a maximum degree of interaction with the Departments of Special Education and the school districts.

Article III ~ Duties

Section 3.01: The Committee shall have the following duties:

1. Advise in the development and implementation of the Local Plan for Special Education.
2. Serve as a liaison between the community and the Operations Cabinet.
3. Make recommendations designed to raise the community consciousness and increase community acceptance of the differences in learning abilities in children and the need for educational and vocational provisions to accommodate these differences.
4. Encourage public involvement in forums where issues can be raised, suggestions for change and/or improvements can be discussed and recommendations for action can be made, with respect to planning and provision of special education programs and services in the Ventura County SELPA.
5. Participate in the review of the programs under the Local Plan for Special Education and make recommendation on annual priorities addressed under the Local Plan for Special Education.
6. Advise and participate in the development of parent training and program guidelines.
7. Have the opportunity to become familiar with all of the laws pertaining to special education.

8. Encourage the establishment of procedures to ensure public access to all written documentation related to the Ventura County Local Plan.

Article IV ~ Membership

Section 4.01: Membership shall include a rotation of the administrators of special education in the Operations Cabinet and the SELPA administrators as non-voting members, neither of whom may serve as officers; parents of students enrolled in public schools; representatives of private or public community agencies; school personnel; and individuals concerned with the interests of people with exceptional needs.

1. One half or more of the members shall be parents of students in the SELPA school districts.
2. At least a majority of such parents shall be parents of individuals with exceptional needs.

Section 4.02: The Committee shall consist of no less than 20 members.

Section 4.03: The term of office shall be for two years and shall be annually staggered so that no more than half of the members serve the first year of a term in any one year. There is no limit to the number of terms which may be served by an individual.

Section 4.04: Each district in the SELPA will appoint one member and an alternate who are parents of a student in special education. In cases where the district is unable to obtain a parent representative, the district shall appoint a representative, in order to be in compliance with California Education Code.

Section 4.05: The Operations Cabinet will recommend general and special educators to be members at large. School Districts will be asked to appoint these people per the procedure in *Section 4.06*.

Section 4.06: All district-appointed members shall be screened by the District Administrator of Special Education for eligibility and then presented to the respective School Board of Education for approval.

Section 4.07: Representatives from community agencies and organizations shall be appointed by their agency.

Section 4.08: Additional members representing private schools, persons with disabilities, parents of students without disabilities, and others at large will be approved by a majority vote of members at a regularly scheduled CAC meeting.

Section 4.09: Vacancies in membership will be filled within 60 days or as soon as possible by the process in *Section 4.04, 4.05, 4.06, 4.07, 4.08*.

Section 4.10: All appointed members or alternates shall have the right to vote. If both are in attendance, the appointed member shall vote.

Section 4.11: Appointment of members shall reflect the selection of representatives by their peers or by district/organization policy.

Article V ~ Meetings

Section 5.01: The Committee shall meet as frequently as deemed necessary but no less than quarterly each year.

Section 5.02: All meetings shall have prior public notice and be open to the public.

Section 5.03: All members shall receive written notification (can be electronic by member's choice) at least five working days in advance of regular Committee meetings.

Section 5.04: A quorum shall exist when one-third of the Committee members are present.

Section 5.05: The Chairperson shall not commit the Committee or its members to any action without a vote of the Committee. Any member may call for a roll call or ballot vote by motion, if seconded.

Section 5.06: Emergency meetings may be called provided each Committee member is personally contacted 72 hours in advance.

Section 5.07: Any member who misses two consecutive regular meetings or three regular meetings in the year without sending an alternate, as determined by the Chairperson, may be removed from the Committee upon majority vote.

Section 5.08: Every act or decision done or made by a majority of the members present at a meeting at which a quorum is present is the act of the Committee unless the Bylaws require a greater number.

Section 5.09: The Officer Nominating Subcommittee will develop a slate of officers in April of each year or one month prior to the election of officers. In addition, there will be provision for nominations from the floor. The slate of officers will be elected at the annual meeting in May or two months following a resignation. The officers will be elected by a plurality of the votes cast.

Section 5.10: The annual meeting of the Committee shall be for the purpose of electing Committee officers. It will be held in May of each year.

Article VI ~ Officers

Section 6.01: There shall be the following officers: **Chairperson, Vice-Chairperson, Secretary, Parliamentarian, Treasurer, Membership Secretary, and Public Information Officer.**

Section 6.02: The major duties of the officers are:

- ◆ ***Chairperson:*** Preside at all Committee meetings. Appoint chairpersons of subcommittees. Serve as Committee spokesperson to the school districts.
- ◆ ***Vice-Chairperson:*** Assist the Chairperson and, in his or her absence, serve as Chairperson.
- ◆ ***Secretary:*** Record minutes of all Committee meetings. Receive and transmit Committee correspondence and materials designated by the members. The SELPA staff will provide clerical services.

- ◆ **Parliamentarian:** To assist the Chairperson in keeping the meeting focused on the agenda and to follow parliamentary procedures and those required by the Brown Act.
- ◆ **Treasurer:** To work with SELPA staff in preparing a financial report to the Committee as needed.
- ◆ **Membership Secretary:** To assist Committee in filling all membership positions and to keep records of dates of approvals by school boards and terms.
- ◆ **Public Information Officer:** To maintain updated media list for committee. To assist with organization and dissemination to media of committee items of interest to the community. To serve as a member of the Public Information Committee.

Section 6.03: Any office may be shared by two persons with approval of the committee.

Section 6.04: The term of office shall be one year. No person shall serve more than two consecutive terms in one office.

Section 6.05: If less than one-half of a term remains when an officer resigns, the vacancy will be filled as per *Section 5.09*. If more than half a term remains when an officer resigns, the vacancy will be filled by a nomination from the floor, with voting to occur at the next regular meeting.

Article VII ~ Subcommittees

Section 7.01: There shall be *three types of subcommittees: standing subcommittees, ad hoc subcommittees, and an executive subcommittee*. The standing subcommittees shall be:

- (1) *Public Information Subcommittee;*
- (2) *Parent Education Subcommittee;*
- (3) *Local Plan Review Subcommittee; and*
- (4) *Officer Nominating Subcommittee.*

Section 7.02: The duties of the subcommittees shall be delegated by the Committee. Ad Hoc Committees shall be established on a yearly basis based on priorities established at the annual CAC retreat. The Executive Committee is comprised of the officers in Section 6.01 and will be convened as needed by the Chairperson.

Section 7.03: The Chairperson shall appoint all subcommittees. The subcommittee chairperson shall report committee activities to the CAC Chairperson.

Section 7.04: Subcommittees shall not take action without a meeting.

Article VIII ~ Membership

Section 8.01: These Bylaws shall become effective immediately on their adoption. Amendments to these Bylaws shall become effective immediately on their adoption, unless otherwise specified in the amendment.

Amendments

Section 8.02: These Bylaws, or any part of them, may be altered, amended or repealed by new Bylaws adopted by the vote of members present at any special or regular meeting at which a quorum is present, provided that written notice of such meeting of the intention to change the Bylaws is delivered to each member at least ten days prior to the date of such meeting, or by written consent of all members without a meeting. All amendments shall be submitted to the Committee in writing or electronically. Adoption of the amendment(s) shall require a two-thirds vote of **all** Committee members present at the meeting. Amendments must be in compliance with *California State Education Code and Administrative Code*.

Ventura County Special Education Local Plan Area - SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2015



- SECTION 1 – GOVERNANCE
- SECTION 2 – SELPA-WIDE SERVICE DELIVERY**
- SECTION 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
- SECTION 5 – ALTERNATIVE PLACEMENT
- SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
- SECTION 7 – EARLY CHILDHOOD
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET
- SECTION 10 – PARENT INVOLVEMENT
- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted Sections are Local Plan Policy.**

Ventura County SELPA
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I. Special Education Intra-SELPA Services

- A. The SELPA has devised a system of Intra-SELPA referral so that all students will have access to special education programs and services regardless of district of residence. Intra-SELPA Program charts have been designed to indicate a plan for service delivery to meet the needs of all individuals with exceptional needs residing in the SELPA, and to facilitate effective, efficient delivery of services. **(Appendix 2-A)**
- B. Proposed changes to the Intra-SELPA charts shall be submitted in writing to the Operations Cabinet by a Director of Special Education of the district or County Office of Education. Upon receipt of the proposed change, Operations Cabinet will study it, consider the effects of the proposed change to the service plan, and make recommendations to the SELPA Assistant Superintendent and the Superintendents' Policy Council for approval or disapproval of the change. Final approval of the Intra-SELPA charts is made by the Board of Trustees of each LEA via the Local Plan approval process.
- C. Pupils residing in any district participating in this Local Plan shall have the same access to programs specified on the Intra-SELPA charts as pupils who reside in the district that operates the program. Program Specialists and Special Education Administrators operating Intra-SELPA programs have the responsibility to assure equal access to all programs.
- D. The establishment of expanded or new programs or services will be on the recommendation of the Operations Cabinet to the SELPA Assistant Superintendent, and Superintendents' Policy Council, with final authorization by the Board of Trustees where the program is to be located.

II. Making an Intra-SELPA Referral

The district of residence will:

- A. Collect any and all records and review.
- B. Develop Assessment Plan and complete assessment if appropriate. Staff of potential receiving district may be asked to assist in the assessment planning and assessment when necessary and appropriate. If so, obtain parent consent using "Consent for Release and Exchange of Information." **(Appendix 2-B)**
- C. Complete a "Special Education Intra-SELPA Referral Form" **(Appendix 2-C)**. Contact the program administrator in the receiving district and send forms with all relevant records. At this point, an assessment conference may need to occur so that both districts involved can discuss the preliminary results of assessment and determine what, if any, additional assessment needs to take place.
- D. The IEP meeting date and place should be mutually established between sending and receiving districts. If sending and receiving district are unable to complete all steps necessary in order to have a mutual IEP meeting within 60 days, sending district should hold an IEP within the timeline, review assessment reports and establish an interim plan for services. If receiving district will be conducting new

assessment, a new Assessment Plan will be generated, with an IEP held within 60 days. If receiving district requests additional time to review records, the IEP team will establish a date for a new IEP.

- E. If Districts are unable to agree on the appropriateness of placement for a particular student, the **SELPA Assistant Superintendent will be contacted to assist with resolving the disagreement. If unable to resolve the issue, the SELPA Superintendents' Policy Council** would meet to assist in resolving the issue. A Director or Coordinator of Special Education must contact the SELPA Assistant Superintendent to begin this process.
- F. The VCOE has guidelines for referral of preschoolers (**Appendix 2-D**).
- G. There are also special guidelines for referral to the Phoenix School and Triton Academy (**Appendix 2-E and 2-F**).

III. Student Transfers and Interim Placement in Intra-SELPA Programs

If a student moves in from out of district, and the district of residence does not have an appropriate program, the district of residence will:

- A. Complete the Intra-SELPA Referral and Consent Forms and **confirm** most recent special education placement, existence of current IEP and type of previous program placement. Send the forms to the receiving district program administrator, with the IEP if available.
- B. Request all appropriate psychological, medical and educational records from parent and previous district. Records should be forwarded to the receiving district program administrator immediately upon receipt.
- C. Contact the receiving district program administrator to arrange interim placement. Share all known information at this time. If there are unusual circumstances, be sure to discuss them. After determining the interim placement, a meeting between sending and receiving district may be appropriate prior to the child attending school in order to share information pertaining to behavior, medical or other issues. Under unusual circumstances, an IEP meeting may need to be held within a few days of the interim placement.
- D. Conduct an IEP review (attended by district of service) within 30 days following the interim placement, if one is necessary. (Required for students transferring in from out of SELPA).
- E. If there is a delay in initiating the interim placement in the receiving district, district of residence must offer interim services (for example, Home/Hospital or Related Services).
- F. If student moves in from out of state, district of residence conducts an initial evaluation for eligibility for special education services, if necessary.

IV. Other Responsibilities of District of Residence and District of Service

- A. For the initial placement meeting, the district of residence is responsible for all IEP related arrangements such as the place, time, and location of the meeting and notification of all persons involved. Notification must be timely and the IEP time and place must be mutually agreed upon.
- B. District of residence is responsible for chairing the IEP Meeting at which the student is placed. The form "Worksheet for Specialized out of District Placement" (**Attachment 2-G**) will be used to establish goals for return to district. In subsequent reviews, district of service will schedule and chair the IEP meetings.
- C. Once the student is placed, the district of service is responsible for all requested assessments.
- D. The district of service will inform the district of residence of any IEP reviews so that the district of residence may continue to monitor the student. Regardless of whether or not the district of residence is in attendance at any IEP meetings, copies of all IEP forms, including addendums and amendments, Progress Reports and Behavior Emergency Reports will be sent to district of residence.
- E. The district of service is responsible for all instructional aspects of the IEP. For services that are deemed exceptional, including extra paraeducator support, the two districts shall discuss and agree upon additional charges which will be billed to the district of residence outside the excess cost formula. An Exceptional Service Agreement will be developed between the two districts for these additional charges. (See **Appendix 2-H** for a template)
- F. If the districts involved are unable to resolve a dispute over exceptional services/costs, the SELPA Assistant Superintendent will assist in resolution of the dispute. If unable to resolve, the Superintendents' Policy Council will hear the dispute. The districts involved shall have the opportunity to present the rationale for each position. The Superintendents' Policy Council shall determine final resolution.
- G. Legal fees awarded to the parent through Due Process shall be the responsibility of the district of residence if the IEP requirements have been met by the district of service. If the districts are unable to agree on responsibility for legal fees, the conflict resolution process in "F" above shall be used.
- H. See SELPA policy for informing districts about a student who has moved to a new district. (**Appendix 2-I**)

V. Promotional Transfer

Program transfers to another district due to student's age (e.g., middle school to high school, secondary to post-secondary), should usually happen at the end of the school year or the end of the extended school year.

The district of residence and the district presently serving the child will:

- A. Prior to IEP Meeting, determine student's readiness for promotion to next program.

-
- B. Invite potential new district of service representative to annual review IEP meeting, giving timely notification.
 - C. Hold IEP meeting, indicating change of district of service and write annual goals for a one year period.
 - D. Send all records to the new district of service administrator at the time of transfer.
 - E. If the new district of service does not participate in the IEP development prior to the transfer from the sending program, the district of residence shall notify the new district of service of those individuals who require special education and related services. The new district of service shall implement the IEPs or convene a review if necessary.
 - F. Communication of the student's needs should be expedited if the student will be attending non-special education summer programs in the new district of service.

VI. Foster and Homeless Students

Students in foster care have the right to continue to be educated in the school of origin. In cases in which special education students choose to be served in the school of origin, the district of origin remains the District of Special Education Responsibility and must continue to make the special education services or programs available, as well as transporting to the school of origin.

Homeless students also have the right to be served in the school of origin. See **Appendix 2-J** for a form to document decisions about which district will be the District of Special Education Responsibility. They have a right to continue to be served in the district of origin until the end of the school year in which s/he becomes permanently housed in another district.

SECTION 2
SELPA-WIDE SERVICE DELIVERY
APPENDICES A-J



VENTURA COUNTY SELPA INTRA-SELPA PROGRAM CHART
 SELF-CONTAINED SPECIAL EDUCATION CLASSES (5-18 year olds)
 FOR STUDENTS WITH INTENSIVE SPECIAL EDUCATION NEEDS (see definition below)¹
 See Disability Acronyms below²

SCHOOL DISTRICT	Autism ³	Deaf ⁴	DB	ED ⁵	MH	ID	OHI	OI	SLI	SLD	TBI
Briggs Elementary (B)	SP/NC	V	VC	V	VC	SP/NC	VC	VC	SP/F	SP	VC
Hueneme Elementary (H)	OENC	OEV	VC	PV	VC	OENC	HVC	VC	H	H	VC
Mesa Union Elementary (M)	PV/VC	V	VC	PV	VC	PV/VC	PV/VC	VC	PV	PV	PV/VC
Mupu Elementary (MU)	SP/NC	V	VC	V	VC	SP/NC	VC	VC	SP/F	SP	VC
Ocean View Elementary (OV)	OENC	OEV	VC	PV	VC	OENC	O/VC	VC	OV	OV	VC
Oxnard Elementary (OE)	OENC	OE	VC	PV	OENC	OENC	OENC	OENC	OE	OE	OENC
Pleasant Valley Elementary (PV)	PV/VC	SV/OE	VC	PV	VC	PV/VC	PV/VC	VC	PV	PV	PV/VC
Rio Elementary (R)	OENC	OEV	VC	PV	VC	OENC	RVC	VC	R	R	VC
Santa Clara Elementary (SC)	VC	V	VC	V	VC	SP/NC	SP/VC	VC	SP/F	SP	VC
Santa Paula Unified (SP)	SP/F/NC	V/OH	VC	V	SP/NC	SP/NC	SP/VC	SP/VC	SP	SP	SP
Somis Union Elementary (S)	PV/VC	SV	VC	PV	VC	PV/VC	PV/VC	PV/VC	PV	PV	PV/VC
Oxnard Union High (OH)	OH	OH	OH	OH	OH	OH	OH	OH	OH	OH	OH
Conejo Valley Unified (C)	CVC	SV/OH	VC	C	CVC	CVC	CVC	CVC	CVC	C	CVC
Fillmore Unified (F)	F/SP/VC	V/OH	VC	V	F/SP/VC	F/SP/VC	FVC	FVC	F	F	FVC
Las Virgenes Unified (LV)	LV	SV/OH	VC	LV	LV/VC	VC	LV/VC	SV	LV	LV	LV/VC
Moorpark Unified (MP)	MP/VC	SV/OH	VC	MP/SV	MP/SV/VC	MP/NC	MP/VC	MP/SV	MP	MP	MP/VC
Oak Park Unified (OP)	VC	SV/OH	VC	OP	VC	VC	OP/VC	SV	OP	OP	VC
Ojai Unified (O)	O/VC	OV/OH	VC	O/VC	O/VC	O/VC	O/VC	O/VC	O	O	O/VC
Simi Valley Unified (SV)	SV	SV/OH	SV	SV	SV	SV	SV	SV	SV	SV	SV
Ventura Unified (V)	V/VC	V/OH	V/VC	V	V/VC	V/VC	V/VC	V/VC	V	V	V/VC
Ventura County Office of Education (VC)											

¹Self-Contained Special Education Classes for Students with Intensive Special Education Needs:

Placement in a Special Education Class may be considered if the student needs any of the following:

- Placement in a specialized program for the majority of the school day
- A highly specialized program to meet the needs of learners with the specific type of disability
- A teacher with specific training related to the disability, or similar disabilities
- Environmental supports which can best be provided in the Special Education Class

³Triton Academy is operated by VC for students with Autism from all districts who require a specialized program

⁴If Multiple Handicaps and also Deaf, will be served by VC (except Simi). If IEP team specifies Oral Program, pre-school to 5th grade may attend Oxnard Elementary School District CAALL Program

⁵Phoenix School Program is operated by VC provides intensive social/emotional services and deescalation intervention counseling for students with ED from all districts.

²Disability Acronyms

- DB-Deaf/Blind
- ED-Emotional Disturbance
- MH-Multiple Handicaps
- ID-Intellectual Disabilities
- OHI-Other Health Impairment
- OI-Orthopedic Impairment
- SLI-Speech/Language Impairment
- SLD-Specific Learning Disability
- TBI-Traumatic Brain Injury

VENTURA COUNTY SELPA INTRA-SELPA PROGRAM CHART
 18-22 YEAR OLDS - NO DIPLOMA
 POSTSECONDARY TRAINING and EDUCATION FOR ADULTS
 WITH MODERATE/SEVERE DISABILITIES (TEAMS)

District of Residence	Serving District Program
Oxnard Union High	OUHSD
Santa Paula Union High	Fillmore/VCOE Boswell
Conejo Valley Unified	Conejo/VCOE Moorpark Access
Fillmore Unified	Fillmore
Las Virgenes Unified	Las Virgenes
Moorpark Unified	VCOE-Moorpark Access
Oak Park Unified	VCOE-Moorpark Access
Ojai Unified	VCOE-Ojai TEAMS
Simi Valley Unified	Simi Valley
Ventura Unified	VCOE-Boswell/Ventura

Related Services provided according to the regular 3-22 Related Services Chart

VENTURA COUNTY SELPA INTRA-SELPA PROGRAM CHART
RELATED SERVICES (3-22 year olds)

School District	Adapted Physical Education	Assistive Technology Assessment	Audiological Services	Deaf/Hard of Hearing Services	Behavior Intervention Services	Blind and Visually Impaired Services	Individual Counseling and Counseling and Guidance Services	Health and Nursing Services	Home or Hospital Instruction	Interpreters/Transcribers	Occupational Therapy	Orientation & Mobility	Orthopedic Impairment Services	Parent Counseling and Training (COEDS)	Physical Therapy	Psychological Services (Non Assessment)	Recreation Services	Services for Pupils with Chronic Illness or Acute Health Problems	Social Work Services	Speech-Language Therapy	Vocational Education and Career Development
Briggs Elementary (B)	SEL	SEL	VC	SEL	B/SEL	V	B/SEL	B	B	B	SEL	SEL	SEL	SEL	SEL	VC	B	B	SEL	SEL	VC
Conejo Valley Unified (C)	C	SEL	VC	C	C	C	C/SEL	C	C	C	C/SEL	SEL	SEL	SEL	SEL	C	C	C	SEL	SEL	C
Fillmore Unified (F)	SEL	SEL	VC	SEL	F	V	F/SEL	F	F	F	F	SEL	SEL	SEL	F	F	F	F	SEL	SEL	F/SEL
Hueneme Elementary (H)	SEL	SEL	VC	SEL	H/SEL	OE	H/SEL	H	H	H	H/SEL	SEL	H	SEL	H	H	H	H	SEL	SEL	H
Las Virgenes Unified (LV)	LV	SEL	VC	LV	LV	LV	LV/SEL	LV	LV	LV	LV/SEL	SEL	LV	SEL	LV	LV	LV	LV	SEL	SEL	LV
Mesa Union Elementary (M)	SEL	SEL	VC	SEL	M/SEL	OE	M/SEL	M	M	M	SEL	SEL	SEL	SEL	VC	M	M	M	SEL	SEL	VC
Moorpark Unified (MP)	MP/SEL	SEL	VC	SEL	MP/SEL	VC	MP/SEL	MP	MP	MP	MP/SEL	SEL	SEL	MP/SEL	SEL	MP	MP	MP	SEL	SEL	MP
Mupu Elementary (MU)	SEL	SEL	VC	SEL	MU/SEL	V	MU/SEL	MU	MU	MU	SEL	SEL	SEL	SEL	VC	MU	MU	MU	SEL	SEL	VC
Oak Park Unified (OP)	LV	SEL	VC	LV	OP	LV	OP/SEL	OP	OP	OP	OP	SEL	LV	SEL	OP	OP	OP	OP	SEL	SEL	OP
Ocean View Elementary (OV)	SEL	SEL	VC	SEL	OV/SEL	OE	OV/SEL	OV	OV	OV	SEL	SEL	SEL	SEL	OV	OV	OV	OV	SEL	SEL	OV
Ojai Unified (O)	O	SEL	VC	SEL	O	V	O/SEL	O	O	O	O	SEL	SEL	SEL	O	O	O	O	SEL	SEL	O
Oxnard Elementary (OE)	OE	SEL	VC	OE	OE/SEL	OE	OE/SEL	OE	OE	OE	OE/SEL	SEL	OE	SEL	OE	OE	OE	OE	SEL	SEL	OE
Oxnard Union High (OH)	OH	SEL	VC	OH	OH/SEL	OH	OH/SEL	OH	OH	OH	SEL	SEL	OH	SEL	OH	OH	OH	OH	SEL	SEL	OH
Pleasant Valley Elementary (PV)	SEL	SEL	VC	SEL	PV/SEL	OE	PV/SEL	PV	PV	PV	PV	SEL	SEL	SEL	PV	PV	PV	PV	SEL	SEL	PV
Rio Elementary (R)	SEL	SEL	VC	SEL	R/SEL	OE	R/SEL	R	R	R	SEL	SEL	SEL	SEL	R	R	R	R	SEL	SEL	R
Santa Clara Elementary (SC)	SEL	SEL	VC	SEL	SC/SEL	V	SC/SEL	SC	SC	SC	SC	SEL	SEL	SEL	VC	SC	SC	SC	SEL	SEL	VC
Santa Paula Unified (SP)	SEL	SEL	VC	SEL	SP	V	SP/SEL	SP	SP	SP	SP	SEL	SP	SEL	SP	SP	SP	SP	SEL	SEL	SP
Simi Valley Unified (SV)	SV	SEL	VC	SV	SV/SEL	SV	SV/SEL	SV	SV	SV	SV	SEL	SV	SEL	SV	SV	SV	SV	SEL	SEL	SV
Somis Union Elementary (S)	SEL	SEL	VC	SEL	S/SEL	OE	S/SEL	S	S	S	SEL	SEL	SEL	SEL	VC	S	S	S	SEL	SEL	VC
Ventura County Office (VC)	VC	SEL	VC	SEL	VC/SEL	V/C	VC/SEL	VC	N/A	VC	VC/SEL	SEL	VC	SEL	VC	VC	VC	VC	SEL	SEL	VC
Ventura Unified (V)	V	SEL	VC	V/SEL	V/SEL	V	V/SEL	V	V	V	V/SEL	SEL	V	SEL	V	V	V	V	SEL	SEL	V

VENTURA COUNTY SELPA INTRA-SELPA PROGRAM CHART

SPECIAL CLASSES AND CENTERS (3-4 year olds) - Not yet in Transitional Kindergarten or Kindergarten

Disabilities:

SCHOOL DISTRICT	ID	Deaf*	VI	OI	OHI	DB	MH*	Autism	TBI
Briggs Elementary (B)	SP/VC	V/OE ¹	V	SP/VC	SP	VC/N	VC	SP/VC	SP/VC
Hueneme Elementary (H)	VC	V/OE ¹	OE	VC	VC	V/VC	VC	VC	VC
Mesa Union Elementary (M)	PV/VC	V/OE ¹	OE	PV/VC	PV/VC	VC	VC	PV/VC	PV/VC
Mupu Elementary (MU)	SP/VC	V/OE ¹	V	SP/VC	SP	V/VC	VC/N	SP	SP
Ocean View Elementary (OV)	VC/NPS	V/OE ¹	OE	VC/NPS	VC/NPS	V/VC	VC	VC/SP	VC/SP
Oxnard Elementary (OE)	OE/VC	V/OE ¹	OE	OE/VC	OE/VC	V/VC	VC	VC/OE	OE/VC
Pleasant Valley Elementary (PV)	PV/VC	SV/OE ¹	OE	PV/VC	PV	VC/PV	VC	PV/VC	PV/VC
Rio Elementary (R)	R/VC	V/OE ¹	OE	VC	R	V/VC	VC	R/VC	R/VC
Santa Clara Elementary (SC)	SP/VC	V/OE ¹	V	VC	SP/VC	V/VC	VC	VC	VC
Santa Paula Unified (SP)	SP/VC	V/OE ¹	V	SP	SP	VC/N	VC	SP	SP
Somis Union Elementary (S)	PV/VC	SV/OE ¹	OE	PV/VC	PV/VC	VC	VC	PV/VC	PV/VC
Oxnard Union High (OH)									
Conejo Valley Unified (C)	C/VC	SV/OE ¹	C	C	C	VC/C	C/VC	C/VC	C/VC
Fillmore Unified (F)	VC/F	V/OE ¹	V	VC/F	VC/F	V/VC	VC/F	VC/F	VC/F
Las Virgenes Unified (LV)	LV	LV/OE ¹	LV	LV	LV	LV	LV	LV	LV
Moorpark Unified (MP)	MP/VC	SV/OE ¹	MP/VC	MP/SV	MP/VC	VC/M	MP/VC	MP/VC	MP/VC
Oak Park Unified (OP)	OP/VC	SV/OE ¹	C	SV/OP	OP/VC	VC/OP	VC	OP/VC	VC/OP
Ojai Unified (O)	O/VC	V/OE ¹	V	O/VC	O	VC/O	O/VC	OP/VC	O/VC
Simi Valley Unified (SV)	SV	SV/OE ¹	SV	SV	SV	SV	SV	SV	SV
Ventura Unified (V)	V/VC	V/OE ¹	V	V/VC	V/VC	V/VC	V/VC	V/VC	V/VC
Ventura County Schools (VC)									

*If Multi Handicapped and also deaf, will be served by VCOE - (except Simi)

¹Oxnard Elementary - Oral Program only

Abbreviations for Disabilities

- ID-Intellectual Disabilities
- VI-Visual Impairment
- OI-Orthopedic Impairment
- OHI-Other Health Impairment
- DB-Deaf/Blind
- MH-Multiple Handicaps
- TBI-Traumatic Brain Injury

Ventura County SELPA Intra-SELPA Program Chart Early Intervention Services (0-2 year olds)

SERVICE COORDINATION REGION	Assistive Technology Services	Audio/low Vision Services	Deaf	Hard of Hearing Services	Health and Nursing	Nutrition	Occupational Therapy	Orientation and Mobility	Parent Counseling	Parent Training	Physical Therapy	Recreation Services	Respite for Early Start Services only	Social Work Services	Speech/Language	Transportation to Early Start services
Conejo Valley USD (C)	SEL	VC	SV	Consult-SV	C	SEL	SEL	SEL	C/RC/SEL	SEL/FRC	SEL	RD	SEL	C/SEL	C	SEL
Oxnard Elementary SD (OE)	SEL	VC	V	Consult-V	OE	SEL	SEL	SEL	OE/RC/SEL	SEL/FRC	SEL	RD	SEL	OE/SEL	OE	SEL
Ventura Unified SD (V)	SEL	VC	V	V	V	SEL	SEL	SEL	V/RC/SEL	SEL/FRC	SEL	RD	SEL	V/SEL	V	SEL
Simi Valley Unified SD (SV)	SEL	VC	SV	SV	SV	SEL	SEL	SEL	SV/RC/SEL	SEL/FRC	SEL	RD	SEL	SV/SEL	SV	SEL

City Recreation Department (RD)
 Family Resource Center (FRC)
 Ventura County Special Education Local Plan Area (SEL)
 Ventura County Office of Education (VC)
 Behavioral Health (BH)

*Direct OT and PT provided only to children with Solely Low Incidence disabilities. For "Dually Served" school district responsibility for OT and PT is consultative only.

DISTRICTS EACH REGION SERVES:

Conejo	Oxnard Elementary	Simi Valley	Ventura Unified
Conejo Valley Unified School District	Hueneme School District	Moorpark Unified School District	Briggs School District
Las Virgenes Unified School District	Ocean View School District	Simi Valley Unified School District	Fillmore Unified School District
Oak Park Unified School District	Oxnard School District	Somis Union	Mupu School District
		Pleasant Valley School District	Ojai Unified School District
			Santa Paula Unified School District
			Ventura Unified School District
			Rio School District
			Mesa Union School District



CONSENT FOR RELEASE AND EXCHANGE OF INFORMATION

Concerning: _____
Name Birthdate

I, the undersigned, hereby consent to, request, and authorize the agencies listed below to release any or all medical, social, psychological, and educational information regarding the above named student to the _____ for inclusion in their records which are to be used for planning an effective school program for this person.

I also consent to, request, and authorize the above entity to release the said information upon request to agencies or professionals listed below.

A photocopy of this is as valid as the original.

The records of my child may be obtained from and shared with:

EDUCATIONAL

Name Address City State

Name Address City State

AGENCY

Name Address City State

Name Address City State

MEDICAL

Name Address City State

Name Address City State

Signature of Parent or Guardian: _____

Relationship to Above-Named Person: _____
Parent/Guardian/Educational Rights Holder

Date: _____

WITNESS: _____ (Signature)

_____ (Address)



**SPECIAL EDUCATION
INTRA-SELPA REFERRAL FORM**

Ventura County SELPA

Date: [Click here to enter text.](#)

Referring District [Click here to enter text.](#)

Referred to: [Click here to enter text.](#)

District Case Manager Name: [Click here to enter text.](#)

Last day IEP meeting can be scheduled: [Click here to enter text.](#)

Student Information

[Click here to enter text.](#)

[Click here to enter text.](#)

[Click here to enter text.](#)

Name (Last)

[Click here to enter text.](#)

(First)

Sex

[Click here to enter text.](#)

Birthdate

Age

[Click here to enter text.](#)

Address

[Click here to enter text.](#)

[Click here to enter text.](#)

(City)

(State)

[Click here to enter text.](#)

[Click here to enter text.](#)

(Zip)

Phone

[Click here to enter text.](#)

Parent(s) or Guardian(s) Name

[Click here to enter text.](#)

Address, if different from above

Educational Information

[Click here to enter text.](#)

Last school attended (if any)

[Click here to enter text.](#)

School Phone

[Click here to enter text.](#)

School address

[Click here to enter text.](#)

[Click here to enter text.](#)

(City)

(State)

[Click here to enter text.](#)

(Zip)

Current special education services - [Click here to enter text.](#)

Special needs of child (including disability) - [Click here to enter text.](#)

Additional Information - [Click here to enter text.](#)

Family Information

[Click here to enter text.](#)

Father's work phone

[Click here to enter text.](#)

Mother's work phone

[Click here to enter text.](#)

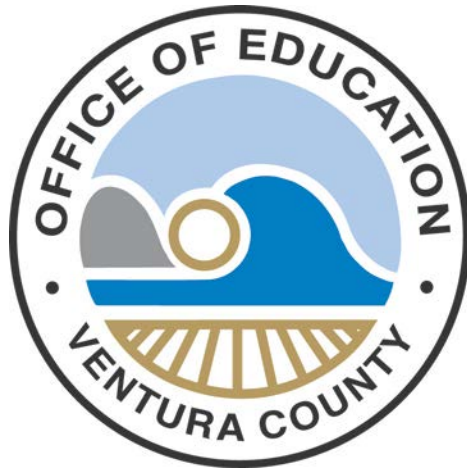
Home language

Names and ages of other children - [Click here to enter text.](#)

Signature of Parent or Guardian

Date

Please forward completed form to the Special Education Administrator of the District to which the pupil is referred, along with consent for Release of Information.



Ventura County Office of Education Preschool Referral Handbook



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**VENTURA COUNTY OFFICE OF EDUCATION AND VENTURA COUNTY SELPA
PHOENIX SCHOOL-INTRA-SELPA REFERRAL FORM**



Referral Date: [Click here to enter text.](#)

Referring District: [Click here to enter text.](#)

Contact: Name [Click here to enter text.](#) Title: [Click here to enter text.](#)

Phone: [\(Click here to enter text.\) Click here to enter text.](#) Email: [Click here to enter text.](#)

Current Intensive School-Based Therapist: [Click here to enter text.](#)

STUDENT INFORMATION

Student's Full Name: [Click here to enter text.](#)

Date of Birth (Mo/Day/Yr): [Click here to enter text.](#) Age: [Click here to enter text.](#) Sex: [Click here to enter text.](#)

Ethnicity: [Click here to enter text.](#)

Current School: [Click here to enter text.](#) Grade: [Click here to enter text.](#)

Primary Language: [Click here to enter text.](#) Secondary language: [Click here to enter text.](#) EL Yes No (if yes) Overall Level [Click here to enter text.](#)

STAR Results: ELA [Click here to enter text.](#) Math [Click here to enter text.](#) CAHSEE Results: Math [Click here to enter text.](#) English [Click here to enter text.](#)

PARENT/GUARDIAN/SURROGATE INFORMATION

Parent/Guardian: [Click here to enter text.](#) Does Parent have Educational Rights? Yes No

If no, name of Surrogate: [Click here to enter text.](#)

Parent/Surrogate Contact Information: [Click here to enter text.](#)

Home Phone: [Click here to enter text.](#) Work: [Click here to enter text.](#) Cell Phone: [Click here to enter text.](#)

Best number to call – indicate if okay to leave a message: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Number and Street, Apt/Bldg/Other

City

ZIP

STUDENT'S HISTORY (CHECK ALL THAT APPLY AND PROVIDE DETAIL):

Student's strengths: [Click here to enter text.](#)

Behavior concerns (check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Anxiety | <input type="checkbox"/> Self-Injurious Behaviors | <input type="checkbox"/> Sexual Acting Out |
| <input type="checkbox"/> Assaultive Behaviors | <input type="checkbox"/> Depression | <input type="checkbox"/> Sleep Disturbances / Nightmares |
| <input type="checkbox"/> Cruelty to Animals | <input type="checkbox"/> Disruptive | <input type="checkbox"/> Suicidal Ideation |
| <input type="checkbox"/> Homicidal ideation | <input type="checkbox"/> Defiant | |
| <input type="checkbox"/> Other Click here to enter text. | | |

Provide more detail to any checked:

- Physical/Verbal Abuse: [Click here to enter text.](#)
- Neglect: [Click here to enter text.](#)
- Emotional Incidences: [Click here to enter text.](#)
- Legal Issues: [Click here to enter text.](#)

Drug or Alcohol Abuse (please list substances): Click here to enter text.

Is student currently using substances? Yes No

Psychiatric Diagnosis (if relevant): Click here to enter text.

Past Suicide Attempts/Dates: Click here to enter text.

Current Psychiatric Medications (please list): Click here to enter text.

Name of Psychiatrist: Click here to enter text.

Psychiatric Hospitalization: Click here to enter text.

Cognitive Functioning / IQ (please list Full Scale IQ, if known): Click here to enter text.

Currently being treated by a physician (physician's name/number, if known): Click here to enter text.

Medical issues being treated: Click here to enter text.

INTENSIVE SOCIAL/EMOTIONAL AND BEHAVIORAL INTERVENTIONS

ISES Services Student has Received (must be at least 3 months):

Service Type	Provider (name/title)	Frequency	Duration	Start Date	End Date
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Brief description of goals which the Intensive Social/Emotional Interventions addressed:

1. Click here to enter text.
2. Click here to enter text.
3. Click here to enter text.

Attach progress reports toward the above goals (should have been monitored at least three months)

Rationale for making a referral to Phoenix School at this time:

Click here to enter text.

OTHER

Family composition: Click here to enter text.

Family's strengths: Click here to enter text.

Family history of psychiatric or legal issues: Click here to enter text.

Other agencies involved, contact name and phone number (check all that apply):

Child Protective Services Click here to enter text.

Mental Health Click here to enter text.

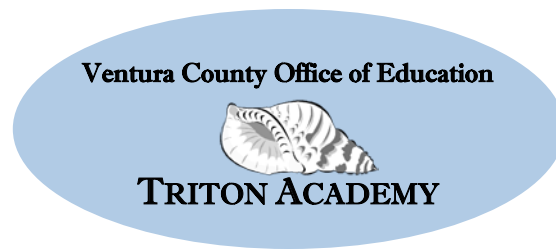
Public Health Click here to enter text.

Probation Click here to enter text.

Formal or Informal probation: Click here to enter text.

Other: Click here to enter text.

Medi-Cal Eligible: Yes No



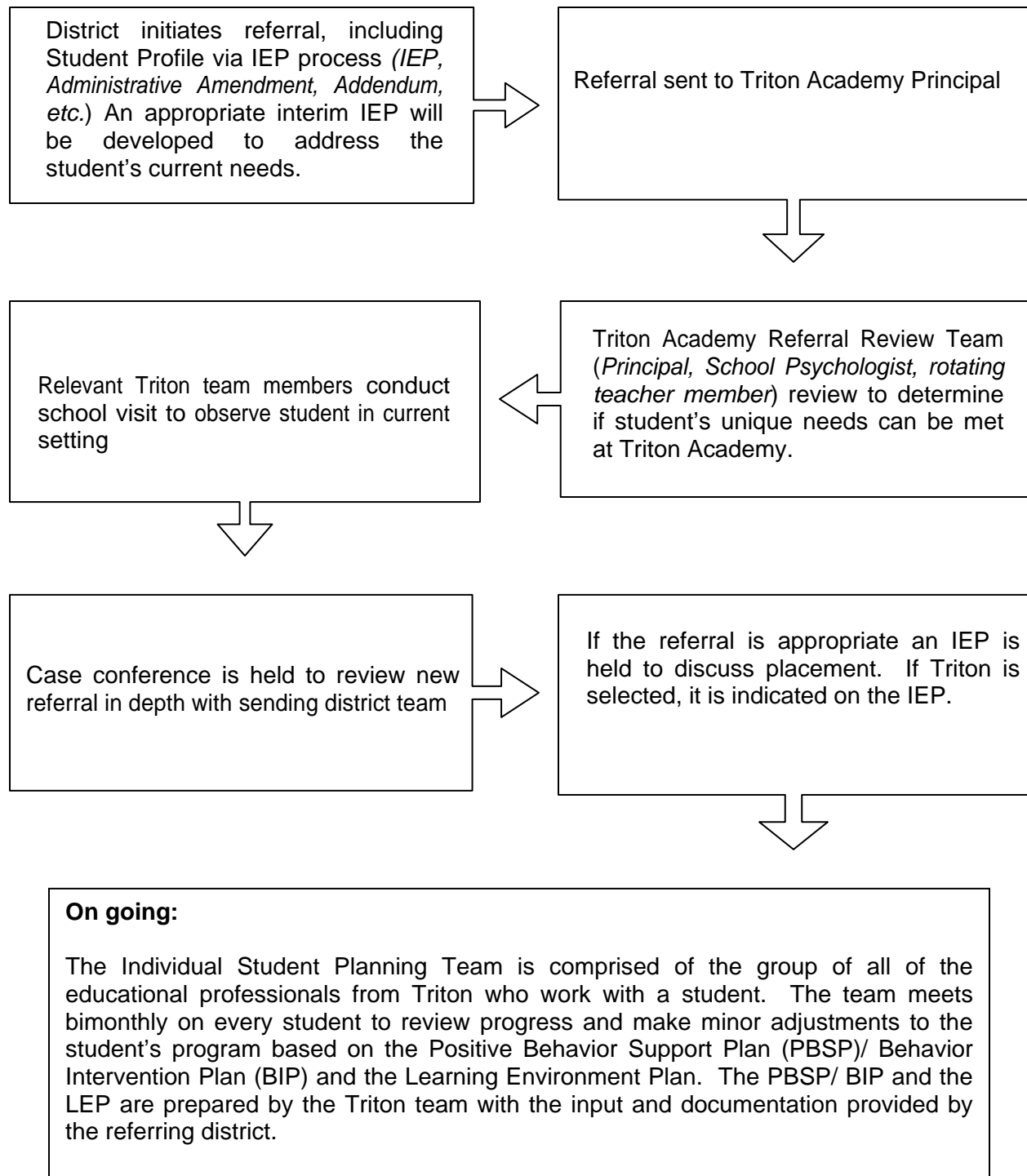
REFERRAL REQUIREMENTS

Referral Information to be provided by the school district of residence:

- Cover letter describing student, summarizing reason for the referral and a listing of recent educational placement and services that have been previously provided in an attempt to maintain student in his/her district of residence.
- Special education Intra-SELPA district referral form with consent to release information, to Ventura County Office of Education.
- Most recent IEP.
- Copy of completed Learning Environment Plan.
- Most recent psycho-educational assessment.
- Any other pertinent data such as hospital/medical and other agency reports.
- Current PBIP or CBIP with supporting behavioral assessments (FBA or BA/RW).

REFERRAL PROCESS

for
Triton Academy



WORKSHEET FOR SPECIALIZED OUT OF DISTRICT PROGRAM

Ventura County Special Education Local Plan Area (SELPA)

Student Name _____ D.O.B. _____ Meeting Date _____

The team agrees student will be placed in _____

Rationale for placement:

Progress reports toward goals will be reported to parents

- Method: _____
- Months: _____

It is the goal of the Ventura County SELPA to educate students in settings as close to the home community as soon as possible. Steps to assist student in returning to a less restrictive school placement:

-
-
-
-
-

Skills/competencies student should display before returning to a less restrictive school placement:

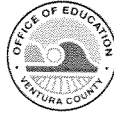
-
-
-
-
-

These skills and competencies should be reflected in goals when appropriate.

Frequency of IEP review: _____

Copies of Progress Reports and Behavior Emergency Reports to be forwarded to:

(Name) _____ (Title) _____
(Location) _____
(Address/Fax) _____



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective July 1, 2008 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the «District» School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for «First Name» «Student Last Name», a Special Education pupil who is a resident of DISTRICT and attends a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of _____.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT'S employee(s), 30 days notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT'S program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

4. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT'S obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
5. The term of this contract shall begin _____ and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes. It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

«District» School District

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ _____

CHANGE OF RESIDENCE FOR STUDENTS IN A SERVICE PROVIDER DISTRICT PROGRAM

It shall be the policy of the Ventura County SELPA that the district of residence and the service provider district shall notify, in writing, the individual responsible for special education services when a student enrolled in a program of a service provider district moves to a new district of residence.

From the date the notice is received, the responsible individuals from the new district of residence and the service provider district shall sign an agreement which states that the new district of residence shall assume the responsibility of either providing services directly or for payment of all appropriate excess costs.



Mary E. Samples, Assistant Superintendent

Appendix 2-J

Worksheet for Determination of Special Education Responsibility for Students Considered Homeless

The following Special Education student is considered eligible as a homeless student under the McKinney-Vento Homeless Assistance Act 20 U.S.C. 11431 et seq, and the Individuals with Disabilities Education Act CFR 300.19.

A student receiving Special Education who is homeless must remain in the school of origin, unless it is not feasible or against the parent/guardian's wishes. 20 USC 1412 (a)(11) (A)(iii); 34 CFR 300.149(a)(3).

Name of Student: _____ Birth date: _____

Parent/Guardian/Surrogate name: _____

School District in which student resided before becoming homeless (District of Origin):

School District in which student currently resides (District of Geographic Residence): _____

Student's current educational placement: _____ District: _____

Is it feasible for the student to remain in the current placement? ___yes ___no

The following persons communicated to consider the student's needs:

In Person By phone E-mail Other _____

Student (if appropriate): _____

Parent/Guardian/Surrogate: _____

Social Worker: _____

Representative of District of Origin: _____

Representative of District of Residence: _____

Parent/Guardian/Surrogate/Adult Student indicated the preference for student to:

___ Continue in current placement

___ Attend program in District of Geographic Residence



Mary E. Samples, Assistant Superintendent

Appendix 2-J

Note:

The District of Origin continues to be the District of Special Education Responsibility if the student will remain in the current placement through the duration of the academic year in which the family becomes permanently housed. This includes students placed by the IEP team in a program not provided by the District of Origin (ie, NonPublic School, SELPA Intra-SELPA program, Residential Treatment Center, or County Office of Education program).

The District of Geographic Residence will become the District of Special Education Responsibility as of the date of this meeting if it is determined that the student will attend a program in that district, and will continue to be the District of Special Education Responsibility until the student moves through the end of the academic year the family becomes permanently housed.

If the student will continue to attend school in the District of Origin, how is transportation to be provided:

**Which district will pay for transportation? _____
(only required until family becomes permanently housed)**

Ventura County Special Education Local Plan Area - SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2015



SECTION 3 INDIVIDUAL STUDENT PLANNING

- SECTION 1 – GOVERNANCE
- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- SECTION 3 – INDIVIDUAL STUDENT PLANNING**
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
- Section 5 – Alternative Placement
- SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
- SECTION 7 – EARLY CHILDHOOD
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET
- SECTION 10 – PARENT INVOLVEMENT
- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are local plan policy.**

Ventura County SELPA
5100 Adolfo Rd.
Camarillo, CA 93012
(805) 437-1560 (805) 437-1599 – fax
www.venturacountyselpa.com



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- B. Initial Student Referral form (RtI2 Form A)
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- LL. Extended School Year Consideration Worksheet
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- OO. Sample “Educational Progress Report”
- PP. Addendum Form
- QQ. Administrative Amendment Form
- RR. Worksheet for Determination of Needed Assessment for Triennial/Reevaluation
- SS. Documentation of District and Parent/Adult Student Decision about Assessment Needed for Triennial Review.
- TT. Summary of Record Review in Preparation for Annual Review



I. Section 504 of the Rehabilitation Act (504)

It is the intent of the SELPA/Districts to ensure that students who are disabled within the meaning of Section 504 of the Rehabilitation Act of 1973, are identified, evaluated, and provided with the required appropriate education designed to meet the needs of each disabled student as adequately as the needs of non-disabled students. 504 Plans do not have specific required elements. However, the district will document its commitment for supports in a “504 Plan.” (**Appendix 3-A – Section 504/Americans with Disabilities Act Handbook**)

II. Prereferral Interventions (Response to Instruction (RtI²) or Multi-Tiered Systems of Support [MTSS] and Intervention)

It is the goal of the SELPA that general education services be utilized before considering the need for special education for students with suspected mild to moderate disabilities. However, a referral for a special education assessment may be requested at any time, and will be acted upon according to the law.

Tier One: The first step is for the teacher to address the specific areas of concern through universal strategies in the context of the general education core curriculum. Data should be collected about the child’s performance in that area before and after universal strategies have been implemented.

The Ventura County Office of Education website (vcoe.org) has a variety of strategies that can be implemented in Tier One, by subject area. If there are still concerns about the child’s performance, the teacher may refer the student to the school problem solving team for assistance. Problem solving teams may be called Intervention Progress Team Professional Learning Community, Grade Level Team, Student Study Team or other name, but should meet on a regular basis to review data about student performance and make recommendations about interventions. See **Appendix 3-B** Initial Referral Form (RtI² Form A).

Tier Two: The problem solving team may recommend further strategies for the teacher to try in the area of concern. Or, the team may decide to develop more intensive interventions for the student. See **Appendix 3-C** for the Intervention Plan (RtI² Form B) on which the team will plan interventions to address the area of concern. Interventions may be provided to the student in a special group with the teacher or another teacher, paraeducator, or specialist. See the Ventura County Office of Education website for examples of more intensive interventions, as well as research-based curricula for interventions in the Reading Language Arts, Math and Social/Emotional/Behavioral areas.

After a specified period of time, the person who provided the interventions reports on progress to the problem solving team, using the Intervention Report RtI² Form C) (**Appendix 3-D**) If the team is satisfied with the student’s progress, a plan may be made for interventions in Tier One, or more interventions in Tier Two (Intervention Planning Form B). However, if the team feels that progress has not been adequate and the student needs more intensive services, s/he may be referred to Tier Three.

Tier Three: Tier Three services are provided in a more intensive manner than Tier Two. For example, interventions in Tier Two may be provided twice a week, in a small group, for half an hour each time, while Tier Three interventions may be provided daily, in a



very small group, for 45 minutes at a time. Interventions are planned on the Intervention Plan Form B, and results reported back to the team on the Intervention Report Form C. See website for examples of interventions for Tier Three.

With the use of a data driven problem solving team model using research based interventions, most students should be able to progress satisfactorily in core curriculum without any further services. It is best practice that school site teams attempt the use of general education resources through such a model before considering an assessment for determination of special education eligibility.

III. Child-Find Process

The child-find process involves locating those possible special education students who reside in the area. It is the intention of the participants in the Ventura County Special Education Local Plan Area to actively solicit information about any such individuals. Aiding in this child-find process will be a focus for Community Advisory Committee (CAC) members. Special attention will be directed toward providing information in the primary language whenever possible.

The CAC facilitates a Public Information Committee which conducts child find activities. These activities include maintenance of a website with information for families, various booklets and brochures, dissemination of information to school sites and community e-mail lists, and articles in the news media. In addition, multiple copies of the “Child Find” Brochures are distributed to all public and private schools in the SELPA, and to all public libraries in the county every semester. The brochures describe the process for making a referral. (**Appendix 3-E – Child-Find Brochures**) One brochure is for infants, and one is for preschool and school-aged pupils. Both are available in English and Spanish.

IV. Identification and Referral

A. Children in Private Schools

Any child attending private school may be referred to their school district of residence for special education services. If such a child is found eligible for special education, all appropriate services will be made available to him/her at a public school site. If parents choose to continue to enroll the child in a private school, their rights to a Free Appropriate Public Education will change. (**See Section 5 of this Plan – “Alternate Placement”**).

Each district Special Education Director contacts all Private Schools within the district each year to identify any students who may be special education eligible. (See **Appendix 3-F Private School Guidelines**)

B. Procedures for Initiating and Processing Referrals (3-21 years old)

Any child may be referred to the local school district for consideration for special education services. This includes any child from three through 21 years of age.

Children who are homeless or wards of the state, those with low incidence disabilities, and those for whom English is not the primary language may also be referred if there is a suspected disability.



When a referral for special education assessment is requested for a child over 36 months of age, the request must be submitted in writing by the referring individual. This written request will include the reason for the referral, and be dated. The request will be forwarded to staff whose specific responsibility is to initiate the assessment planning process. The parent is immediately notified that the referral has been made via the **“Notice of Special Education Referral.” (Appendix 3-G)**

C. Referrals for Homeless Students

Students who are considered homeless may continue to attend school in the last district in which residence was established. The parent and the school district should establish the district which will assume Special Education Responsibility using the **“Worksheet for Determination of Special Education Responsibility for Students Considered Homeless”** form (See **Appendix 3-H**). The district will be responsible for special education assessment.

D. Referrals of Children 0-36 months

Referrals for infants and toddlers 0-36 months are made to the local regional centers. In Ventura County all referrals are forwarded to the appropriate local school district infant program via the Dual Agency Review Team (DART) process for consideration of services. Los Angeles County children who are residents of the Las Virgenes Unified School District with suspected low incidence disabilities will be referred to the Conejo Valley Unified School District regional school district infant programs for assessment. (See **Appendix 3-I Early Start Inquiry Form**)

V. **Parent/Adult Student Rights (Procedural Safeguards)**

Parent rights are provided in a language understandable to the general public and in the primary language spoken at home. The following versions are available in English and Spanish:

- Full Version
- Abbreviated version
- Simplified version for adult students

For languages for which there are no written materials, verbal interpretation will be provided. In addition, persons with hearing impairment or deafness will be provided with an interpreter to answer questions regarding their rights as needed, at no cost to the family. (See **Appendix 3-J Guidelines for Special Education Interpreters**)

Parents/Adult Students receive written notice of their procedural safeguards each year, with each assessment plan and upon filing a Notice of Due Process Complaint. **(Appendix 3-K English Parent/Adult Student Rights – all three versions)**

(Appendix 3-L Spanish Parent/Adult Student Rights-all three versions)

All Parent/Adult Student Rights are also located on the SELPA website. Parent rights in other languages are also posted on our website.



VI. Confidentiality

The Ventura County SELPA adheres to the requirements of confidentiality as set forth in the Family Educational Rights and Privacy Act (FERPA) (34 C.F.R. Part 99). Educational records which are personally identifiable to a particular student are considered confidential and are kept in a locked file and will be accessible only to staff with a legitimate educational interest. Schools will keep a list of staff who have access to the student files. All others who are granted access must sign on an Access Log located within the student's file.

Student records will not be released to any outside parties without written approval of parent or adult student or under court subpoena. However, records for Foster Students may be released with request from the Social Worker that has legal responsibility of the child. [CA Ed Code 49076 (a)(1)(L)].

VII. Assessment Procedures

A. Assessment Plan Development

If the district is proceeding with assessment, the Assessment Plan will be submitted to the parent for consent within 15 days of the referral. The parent shall have at least 15 days from the receipt of the proposed Assessment Plan to indicate agreement. If the parent has questions or concerns regarding the assessment plan they will be encouraged to discuss with the assessment team lead. Assessment may not begin until receipt of the signed consent from parent. (See **Appendix 3-M**).

If a district declines to assess, the parent will be informed in writing within 15 calendar days from the date of the referral, with a reason given and a copy of their rights. See **Appendix 3-N** "Prior Written Notice to Parents of Action."

If during the regular school year there is a school holiday in excess of five days the 15 day timeline for development of an assessment plan will be interrupted for the period of the school holiday. However, when a referral has been made 10 days or less prior to the end of the regular school year an assessment plan shall be developed within 10 days after the start of the new regular school year.

The proposed Assessment Plan given to parents shall:

1. Be in language easily understood by the general public.
2. Be in the parents' primary language or mode of communication, unless to do so is clearly unfeasible;
3. Explain each area of assessment to be conducted and the discipline that will be responsible for administering and interpreting the instruments;
4. State that no special education services will be provided without the consent of the parent; and
5. Include an attachment of the complete Parent/Adult Student Rights.

If parents refuse to consent for the initial assessment for special education eligibility the district may file a due process request if they feel that the assessment is critical to the child's educational progress.



B. Assessment Materials

The instruments selected to assess the student shall be used by appropriately credentialed and/or qualified school personnel and shall be:

1. Selected and administered so as not to be racially, culturally, or sexually discriminatory;
2. Administered in the pupil's most proficient mode of communication and student's primary language, whenever possible;
3. Validated for the specific purpose for which they are intended;
4. Administered by trained personnel in conformance with assessment instructions;
5. Tailored to assess specific areas of educational need;
6. Technically sound to assess the relative contributions of cognitive and behavioral factors, in addition to physical or developmental factors;
7. Selected to address a pupil's aptitude or achievement;

The results of one assessment instrument shall not be the sole criterion to determine placement for individuals with exceptional needs.

The Ventura County SELPA is committed to ensuring that the rights of all children to appropriate educational programs are followed and protected. Therefore, it encourages its participating school districts to adhere to the legal mandate of the Larry P. Judgment of 1988 which banned the use of I.Q. tests in standardized form for African American children for any special education purpose.

C. Multi-Disciplinary Assessment

The proposed assessment, when approved by the parent, will be conducted by a multi-disciplinary team of specialists who are knowledgeable in each of the areas of suspected disability as well as in the administration of the testing instruments and their interpretation. Assessment personnel shall be competent and appropriately trained to administer and interpret test results, knowledgeable and understanding of cultural and ethnic backgrounds, and knowledgeable in the development of the oral and written skills of English Language Learners. When appropriate, an interpreter will be used and will be documented in the assessment report. For pupils with suspected low incidence disabilities (hearing impairments, vision impairments, or severe orthopedic impairments), assessment shall include persons knowledgeable of that disability.

With parent consent, school district multidisciplinary teams may involve other outside professionals such as California Diagnostic Center, Non Public Agencies and other private contractors. Such assessments will be performed by certificated or licensed professionals and results shared in writing either in a legally compliant assessment report or in an integrated Multidisciplinary Psychoeducational Report.

Independent assessment reports obtained by parents should be shared with the assessment team as a source of data for inclusion in the assessment report. In addition, assessment reports from other agencies such as Regional Center,



Behavioral/Mental Health or California Children's Services should also be obtained, with parent permission, for consideration by the assessment team.

A student who is suspected of having social/emotional needs affecting educational performance shall be assessed by an Intensive School Based Therapist (ISBT). The ISBT's assessment results including DSM diagnosis shall be forwarded for inclusion into a combined Multidisciplinary Psychoeducational Report.

The personnel who assess the pupil shall prepare a written report of the assessment results which shall be given to the parents at the IEP team meeting. The report may be a combined, report or individual assessment reports.

The report shall include:

- Reason for referral
- Environmental, cultural, and economic information
- Health and developmental information
- Educational history
- Observations in the classroom and other appropriate settings
- Behavior during testing
- Sources of data reviewed
- New assessments administered
- Assessment results
- Factors affecting educational performance
- Recommendations for student to be involved in and progress in general education curriculum
- Possible Special Education and related services needed
- Low incidence equipment needed

The SELPA makes many report templates available to a variety of professional disciplines, which contain the above elements. They are all posted on the SELPA website. **(Appendix 3-O Psychoeducational Assessment Report Template)**

If the parent requests a copy of the assessment report prior to the IEP meeting, and it is complete, it shall be made available to the parent. If the reports are not available upon parent request prior to the meeting, parents will be informed of their right to request another IEP meeting in order to develop the educational program.

For pupils with learning disabilities, there shall be a summary, based on a consensus of the IEP Team, which brings together in a clear and cohesive manner all assessment information for that student.

There are two methods for documenting the components of a Specific Learning Disability (SLD). The first is a method which establishes a pattern of strengths and weaknesses in processing abilities in a student with an otherwise normal cognitive ability profile. The second establishes a discrepancy between a student's ability and performance, and the presence of a processing disorder. (See **Appendix 3-P Patterns of Strengths and Weaknesses Model for**



Specific Learning Disability Eligibility Procedural Manual, 3-Q SLP/PSW IEP page; 3-R SLD/Discrepancy IEP page).

If a parent disagrees with a district assessment they may request an independent educational evaluation at district expense. See **Appendix 3-S** “Ventura County SELPA Guidelines for Independent Education Evaluations”



D. Preschool to Transition Kindergarten/Kindergarten

Preschool children will be reassessed prior to transitioning from the preschool program to transitional kindergarten/kindergarten to determine whether there is a continuing need for special education. Children will be reassessed in all areas which were originally of concern. If there are recent standardized assessments in the file, they may be reviewed and summarized. An IEP meeting is always needed to review the assessment and determine placement. Under “meeting reason” the “other” box should be checked and “Transition to Transitional Kindergarten/Kindergarten” noted. See **Appendix 3-T “Checklist for Reassessment Prior to Transition to Kindergarten Checklist.”**

VIII. Eligibility

The Ventura County SELPA has developed guidelines for applying federal and state statutes in determining eligibility for special education and related services.

(Appendix 3-U “Special Education Eligibility Guidelines”)

IX. Individual Education Program (IEP)

All districts within the Ventura County SELPA, Charter Schools, and NPSs serving special education students from within the SELPA are required to use the agreed-upon Ventura County SELPA IEP forms.

A. IEP Team Meeting Notice

The IEP Team will consist of the parent(s), a representative of the district, a general education teacher of the student and a special education teacher or specialist. The IEP Team will also include, as appropriate, the necessary school assessment personnel to interpret the results of assessment; personnel from other agencies who have provided assessment and may provide related services; and the student. **(Appendix 3-V “IEP Team Meeting Notice”) – The meeting notice will indicate the purpose of the meeting.)**

The IEP Chairperson is responsible for obtaining interpreters for parents whose primary language is other than English or who are deaf or hearing impaired.

Reasonable attempts shall be made to ensure parent participation at the IEP meeting. Methods may include a written invitation and one or two phone calls made in the primary language of the parents. These attempts shall be documented. Parents may choose to participate in the IEP meeting by teleconference.

If parents do not respond to the above attempts, or fail to attend a scheduled IEP, the IEP shall be developed by those in attendance and given to the parent for consent.

Parent Contact Log. (Appendix 3-W).



The general education teacher will participate in the IEP meeting, assisting in development of positive behavior supports and strategies, supplemental aids and services, program modifications and support for school personnel, as needed.

Required members of the IEP team whose area WILL NOT be discussed may be excused with parent permission on the “Excusal of IEP Team Member” form. Required members whose areas WILL be discussed may be excused with parent permission using the same form, but must send written information in lieu of attendance. **(See Appendix 3-X “Excusal of IEP Team Member”)**

Parents may designate a representative for the IEP meeting only (via the IEP Meeting Notice) or on a long term basis, using the Designation of Educational Representative. **(See Appendix 3-Y “Designation of Educational Representative” form.)**

B. Surrogates

For students who have parents who have had their educational rights removed by a court of law, or whose parents can't be found, the Ventura County SELPA Surrogate Parent Procedure will be used to ensure that the pupil's educational rights are protected. **(Appendix 3-Z "Ventura County SELPA Surrogate Parent Procedures)** Foster Parents will be allowed to act as “parent” in the IEP Process if parents have had their educational rights removed and the Foster Parent is willing to undertake the role. (See **Appendix 3-AA “Foster Parent Acceptance of Surrogate Parent role”**)

C. Adult Students

Prior to turning seventeen years old, parents and students must be informed that all rights will transfer to the student upon turning eighteen. This is noted on the “Transition to Adult Life” form. **(Appendix 3-BB)**

When the student turns 18, the student as well as the parent shall receive a notice that all special education rights have transferred to him/her. **(Appendix 3-CC “Notification of Age of Majority”)**. From that point on the student shall receive all notices of IEP meetings. Parents will also continue to receive notice. If an adult student wants to designate his/her parent or any other adult as his/her educational representative, he or she may do so using the “Designation of Educational Representative” form. Adult students have all rights of a parent and may exclude their own parents from the IEP meetings if they choose.

D. IEP Team Meeting

Within 60 calendar days (not counting days between school sessions as per Education Code Section 56343.5) of receipt of written parental consent for assessment, and sooner when possible, the chairperson of the IEP team will convene the IEP.

The IEP team will meet to review the assessment findings, determine eligibility, and develop educational goals based upon the assessment results. The IEP Team will then determine the necessary special education services and



accommodations or modifications in order for the pupil to attain the educational goals and participate in general education curriculum.

The Ventura County SELPA is committed to involving parents as active participants in the IEP meeting process. **(Appendix 3-DD – IEP Agenda)**

Decisions of the IEP Team shall be made by consensus of all members of the team. If the representative of district and the parents cannot reach consensus on all elements of the plan, the parents will be asked to indicate the elements that are agreed upon, so that they can be implemented immediately. For those elements for which there is not agreement, a plan shall be made for resolving those issues (e.g., setting a new meeting date, getting more information or assessment, having an informal discussion meeting, going to mediation.)

E. Transition Services Language

For all students who will turn 16 prior to the next IEP meeting, and every year thereafter, the Transition to Adult Life sections of the IEP will be completed as part of the IEP. **(See “Transition to Adult Life” Section 11 of this plan.)**

If transition to adult life will be addressed, the student must be invited to attend. If the student does not attend, the IEP must document how his/her input was obtained. See **Appendix 3-EE “Notice to Transition Aged Student of IEP.”**

Other public agencies that may be involved with the provision of adult services will be invited to the IEP meeting with approval of the student and family. If the person is unable to attend, the case manager will get input by fax, letter, e-mail or conference call. The IEP form documents how this input was obtained. **(See Appendix 3-FF “Request to Outside Agency for Input to the IEP.”)**

F. Behavior Interfering with Learning

If a student is exhibiting behavior problems that significantly interfere with learning of self or others, a Behavior Intervention Plan shall be developed per the Ventura County SELPA procedures. **(See “Behavior Interfering with Learning” section of this Local Plan)**

G. Learning Disabilities

In the case of a pupil suspected of having a learning disability, educational personnel on the IEP Team other than the pupil's current teacher will observe the pupil's educational performance in an appropriate setting. If the pupil is not in school the observation will be made in the home or other setting appropriate for the pupil. The purpose of this observation will be to provide unbiased information regarding educational performance in a relevant setting

H. English Learners (ELs)

If the student is an English Learner, the IEP must note how s/he will be annually assessed for English Language acquisition, on the English Language Development page **(Appendix 3-GG)**. Students who cannot participate in the Statewide English Language assessment will be assessed using alternate



assessments in the areas of reading, writing, listening and speaking. (See **Appendix HH “Participation Criteria for Alternate Assessment for CELDT”** and **II “Ventura County Comprehensive Alternate Language Proficiency Survey”**)

The IEP team will take into consideration the student’s English Language Development level, and will develop annual goals which are linguistically appropriate and promote English Language development. The language of instruction will be noted for each annual goal.

Also, the English Language Development page will indicate the ELD model as well as systems for addressing the student’s English Language Developmental needs, such as through specially designed academic instruction in English, sheltering strategies, etc.

Special education students who do not achieve scores on statewide English Language Development Assessments sufficient for reclassification can be considered for reclassification using the “Worksheet for IEP Team Recommendation for Reclassification of Special Education English Learners.” **(Appendix 3-JJ)** See also “Guidelines for Reclassification of English Learner Special Education Students” **(Appendix 3-KK)**.

I. Extended School Year (ESY)

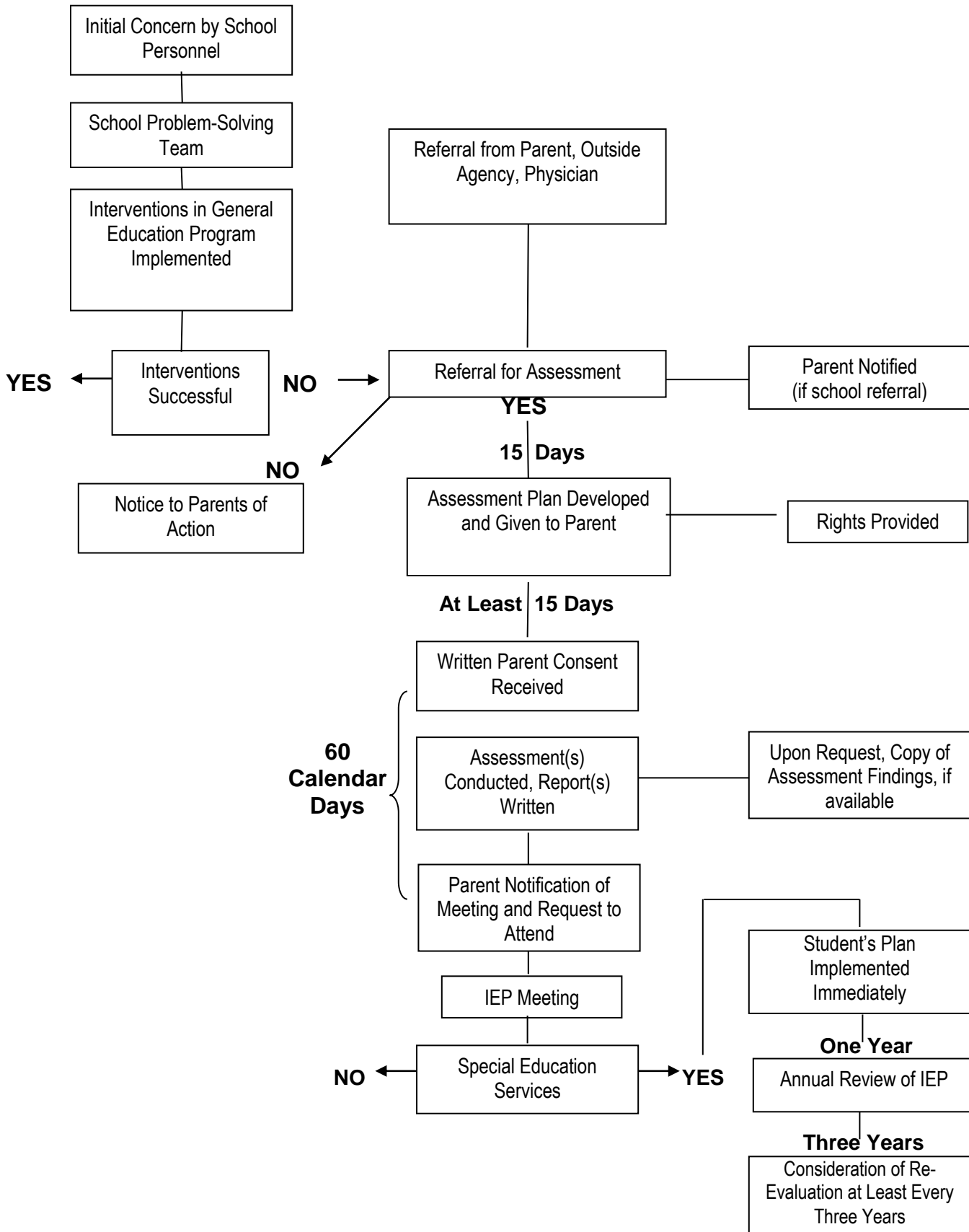
ESY will be considered for any student for whom the IEP team agrees that a lengthy break will be a detriment to educational progress. The team will consider whether a long break will cause regression with a longer period of time to regain performance than typical. The form “ESY Consideration Worksheet” **(Appendix 3-LL)** will be used to document the consideration, and the decision about ESY noted on the IEP LRE page.

J. Assistive Technology

If the IEP team agrees a student needs assistive technology to access the educational environment, it will be noted on the IEP page.



Special Education Referral Process





X. California Assessment of Student Performance and Progress (CAASPP)

All students grade 3-8 and 11 will participate in the statewide standardized tests of achievement. Most will participate in the Smarter Balanced Assessment Consortium (SBAC) with or without Universal or Designated Supports and/or Accommodations, in English/Language Arts (ELA) and math. The IEP will indicate any needed supports for taking the test, including turning off certain Universal Supports, which should be the same as those typically used in the classroom.

The California Standards Test will be administered for Science at the required grade levels as well. A limited number of students will participate in the California Modified Assessment for science.

A small number of students will be assessed in ELA, math and science in the California Alternate Assessment (CAA) to assess for Common Core State Standards. There are no allowable accommodations for the CAA.

See Appendix 3-MM for a checklist for participation in Alternate Assessment. Parents of children who take alternate assessments will be informed that they will be assessed using alternate or modified standards. The issue of assessment will be addressed at each IEP meeting using the **California Assessment of Student Progress and Performance (CAASSP) page. (Appendix NN).**

XI. Review

A. IEP Reviews

The Special Education Case Manager is responsible for collecting data on progress toward goals and for reporting it to parents at report card intervals. **See sample in Appendix-OO “Educational Progress Report”.** At least annually, all student Individualized Education Programs are reviewed to determine and document student progress, and appropriateness of services to attain student goals.

The IEP Team shall also meet whenever a substantial change of program is proposed, when there is a lack of expected student progress, or upon teacher or parental request. Requests for review will be scheduled within 30 calendar days. Substantive changes which do not affect the overall program outlined in the IEP and that require approval of the IEP team may be done by use of the Addendum. **See Addendum – Appendix 3-PP)**

An addendum becomes part of the IEP but does not change the annual review date. Minor changes to the IEP not requiring approval of the entire IEP team may be done by a district representative and the parent with approval from an administrator using the “Administrative Amendment” Form. **(See Administrative Amendment – Appendix 3-QQ)** and also will not change the annual review date.

B. Triennial Review

All students receiving special education and/or related services in the SELPA will be reevaluated at least every three years or more frequently if requested by the



student's parent or teacher. These evaluations, will, in all cases, adhere to the requirements for parent notification, consent and timelines. The purpose of the triennial reevaluation is to provide information to the IEP Team in the determination of:

- present levels of performance and educational needs of the student
- whether the student continues to have a disability
- whether the student continues to require special education and related services
- how the student is involved and progressing in the general curriculum
- progress of student toward meeting the district's standards and/or requirements for graduation
- appropriate test accommodations or modifications that will enable the student to participate in the administration of district-wide and statewide assessments

Within one year prior to the triennial reevaluation the IEP Team, including the parents, will review existing data and determine what additional information will be needed to address these issues. A preliminary discussion could occur at the second year annual review meeting or could occur in a conference phone call with parents. This decision must be documented. **(Appendix 3-RR Worksheet for Determination of Needed Triennial/Reevaluation and Appendix 3-SS "Documentation of District and Parent/Adult Student Decision About Assessment Needed for Triennial/Reevaluation")**

If the team agrees that no additional data are needed to answer the above questions, no additional assessment will be conducted. An IEP meeting to answer the required triennial reevaluation questions must be held. The **"Summary of Record Review in Preparation for Triennial Review"** will be completed to document the record review **(Appendix 3-TT)**. An Assessment Plan is not necessary to develop the summary.

If the team agrees that additional data are needed a decision will be made by the IEP team regarding the areas to be addressed in the Assessment Plan and the proposed methods of evaluation. Within the required timeline for conducting evaluations, an Assessment Plan will be developed based on those decisions. The Assessment Plan will indicate the purpose of the reevaluation. Parents will be given an opportunity to review the Assessment Plan, meet with other members of the IEP Team if desired and indicate whether they believe that further assessment is needed in a particular area.

IEPs developed pursuant to Triennial/Reevaluations will include a determination and documentation of continuing eligibility for special education services. The disability will be documented on the Student Information Services Page, and functioning levels related to eligibility criteria will be indicated on the Present Levels of Performance Page, Specific Learning Disabilities Summary page (PSW or Discrepancy) and assessment report. Student progress toward core curriculum will be noted in the Present Levels of Performance page. Any necessary accommodations for the classroom will be noted on the Accommodations and Modifications page of the IEP.

Every attempt will be made to obtain parental consent before conducting reevaluation of the student. However, if after reasonable efforts (at least two



attempts in writing and at least one follow-up phone call) the school district is unable to get parent consent, the evaluation may be conducted without consent. The district will document attempts to get parent permission. District will send "Prior Written Notice to Parents of Action" indicating that it will proceed with assessment.

If a parent refuses to give permission for reevaluation, the LEA may continue to pursue a reevaluation via due process procedures.

XII. Complaints and Disputes Regarding the IEP

Any individual, public agency or organization may file a written complaint with the Administrator/Superintendent of the Local Education Agency, alleging a matter which, if true, would constitute a violation by that Local Education Agency of Federal or State law or regulation governing special education programs.

The SELPA and school district will participate in the complaint resolution process and make every effort to assist in resolving the issues related to the complaint in a timely fashion.



SECTION 3
INDIVIDUAL STUDENT PLANNING
APPENDICES A-TT

Ventura County Special Education Local Plan Area (SELPA)
Mary E. Samples, Assistant Superintendent

www.venturacountyselpa.com



**SECTION 504/AMERICANS WITH
DISABILITIES ACT
HANDBOOK
2013**

Guidelines for Implementing:

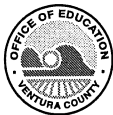
- **Section 504 of the Rehabilitation Act of 1973 and (504) 34 C.F.R. Part 104**
- and -
- **American with Disabilities Amendments Act and Amendments of 2008 (ADA) 42 USC 12101 effective January 1, 2009 and Final Regulations – May 24, 2011**

For more information contact:

Joanna Della Gatta
Director of Technical Support and Transition
(805) 437-1560
jdellagatta@vcoe.org

School District
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Ventura County
Response to Instruction and Intervention (RtI²)
Initial Student Referral

RtI²—Form A

Purpose: This form is completed by the referring general education teacher to bring information about the student to the Intervention Progress Team (IPT^{*})/Professional Learning Community (PLC)/Grade Level Department Team. Attach parent communication logs, universal screening results, data test results, work samples, and/or Behavior Analysis Worksheet.

Section 1: IDENTIFYING INFORMATION

Student: _____ **Date:** _____

Referring Teacher: _____ **Room:** _____ **Grade:** _____

Overall EL Proficiency Level: _____ **Subject (Secondary Only):** _____

Section 2: STUDENT STRENGTHS

Academic: _____

Social/Emotional/Behavioral: _____

Interests and Talents: _____

Section 3: AREA(S) OF CONCERN

Reading Basic Skills Reading Comprehension Reading Fluency
 Written Expression Oral Expression Listening Comprehension
 Math Calculation Math Problem Solving Health
 Social/Emotional/Behavioral Attendance Other _____

Description of Concern: _____

Current Performance Score or Behavioral Frequency:	Assessment Tool(s):	How Often Measured and/or Date(s):

Estimated Class Rank in Area (if applicable): _____

Grade Level Expectation (as applicable): _____

Section 4: Tier 1 DIFFERENTIATION STRATEGIES teacher has used to address above concerns (Core/Universal Access):

	Frequency	Duration

(Team Use Only)

Request completion of **Behavior Analysis Worksheet – Form D**
 Complete **Intervention Plan – Form B** in the area(s) of need
 Schedule consultation with school support staff
 Other recommendations

Date of Meeting: _____ Team members present (names and titles): _____

* Refer to the Ventura County RtI² Model narrative for a description of IPT.



Ventura County

Response to Instruction and Intervention (RtI²) Intervention Plan

RtI²—Form B

Purpose: Areas in gray on this form are to be completed by the Intervention Progress Team (IPT)*/Professional Learning Community (PLC) or Grade Level Department Team. Complete a separate Intervention Plan form for each area of concern and/or to document each discussion by the team. Please attach parent communication logs.

Section 1: IDENTIFYING INFORMATION

Student: _____

Date: _____

Referring Teacher: _____

Room: _____ Grade: _____

Overall EL Proficiency Level: _____

Subject (Secondary Only): _____

Section 2: AREA(S) OF CONCERN Reading Basic Skills Reading Comprehension Reading Fluency Written Expression Oral Expression Listening Comprehension Math Calculation Math Problem Solving Health Social/Emotional/Behavioral Attendance Other _____**Section 3: SPECIFIC SKILL OF CONCERN**Current Tier of Intervention: Tier 1 Tier 2 Tier 3

Description of Skill:

Current Performance Score or Behavioral Frequency (Baseline):	Assessment/Progress Monitoring Tool(s)	Frequency of Measurement	Long-Range Goal
Behavior Only—Replacement Behavior			
Baseline			

Section 4: INTERVENTION/STRATEGY TO BE IMPLEMENTED

Strategy

Person responsible (Interventionist)

Group size

Setting

Frequency

Duration

Intervention Tier Level

 Tier 1 Tier 2 Tier 3

Review date

Section 5: ADDITIONAL INFORMATION NEEDED

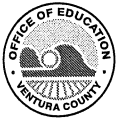
Date of Meeting:

Date of IPT/PLC to review with interventionist:

Team members present (names and titles):

* Refer to the Ventura County RtI² Model narrative for a description of IPT.

"Commitment to Quality Education for All"



Ventura County Response to Instruction and Intervention (RtI²) Intervention Report

RtI²—Form C

Purpose: *This form is to be completed by the Interventionist(s) to document the effectiveness of the interventions. Please attach parent contact communication logs and indicate the tier level:* Tier 1 Tier 2 Tier 3

Section 1: IDENTIFYING INFORMATION

Student: _____ Date: _____

Referring Teacher: _____ Room: _____ Grade: _____

Overall EL Proficiency Level: _____ Subject (Secondary Only): _____

Section 2: AREA(S) OF CONCERN

Reading Basic Skills Reading Comprehension Reading Fluency
 Written Expression Oral Expression Listening Comprehension
 Math Calculation Math Problem Solving Health
 Social/Emotional/Behavioral Attendance Other _____

Section 3: INTERVENTIONS

Description of Skill: _____

Current Tier of Intervention: Tier 1 Tier 2 Tier 3

Interventions Implemented:	Frequency	Start Date	End Date

Comments: _____

Section 4: CURRENT DATA after implementation of recommended intervention(s)

Current Performance Score or Behavior Frequency	Assessment / Progress Monitoring Tool	Frequency of Measurement	Long-Range Goal
Behavior Only—Replacement Behavior (Baseline)			

(Team Use Only)

Request completion of **Behavior Analysis Worksheet – Form D**
 Complete **Intervention Plan – Form B**
 Refer to Tier 1 Tier 2 Tier 3
 Schedule Consultation with School Support Professionals:
 Refer for 504 Assessment
 Refer for Special Education Assessment

Date of Meeting: _____ Team members present (names and titles): _____

**Refer to the Ventura County RtI² Model narrative for a description of IPT*

Resources

COMMUNITY REFERRALS

Your concerns about your child may go beyond school. The Interface 211 Helpline can help you find resources.

- Social/Emotional Issues
 - Ventura County Behavioral Health (866) 998-2243
 - LA County Mental Health (800) 854-4771
 - United Parents (805) 384-1555
- Developmental Disabilities
 - Tri-Counties Regional Center (800) 664-3177 (Ventura County)
 - North LA County Regional Center (818) 778-1900
 - Rainbow Connection Family Resource Center (800) 322-3679
 - Autism Society of Ventura County (805) 496-1632
 - Area Board IX for Developmental Disabilities (805) 648-0220 (Ventura County)
 - Area Board X (818) 543-4631 (LA County)
- Hearing Loss
 - Ventura County Office of Education Hearing Conservation (805) 437-1380
- Physical/Health Disabilities
 - California Children Services (CCS) 1-800-781-4449 x4
- Learning Disabilities—national website www.idaamerica.org

DIRECTORIES

The Ventura County SELPA has a number of resources with information which might be useful to families. You may download from our website, or request a free copy of the “504/ADA Handbook,” “Parent Guide to Special Education,” “Community Resources for Families of Young Children,” “Community Resource Directory” or “Adult Services Directory,” by calling (805) 437-1560.

ARE YOU CONCERNED ABOUT YOUR CHILD’S PROGRESS IN SCHOOL?



- Academic
- Behavioral
- Social
- Physical
- Communication

The public school system wants to work with you to help your child succeed. There are a variety of options available.

Students enrolled in private schools can request an assessment for special education from the district in which they reside.

www.venturacountyselpa.com

Your Rights

If you would like a copy of your rights under Section 504 of the Rehabilitation Act, contact the SELPA office at (805) 437-1560 or go to our website and click on “Publications A-Z” then “504 Handbook.”

If you would like a copy of your Parent Rights under the Individuals with Disabilities Education Act and the California Education Code, please call the SELPA Office, or go to our website and click the “Special Education Parent Rights” link on the home page. There are “abbreviated” and “complete” versions to choose from.

If you feel you or your child have been discriminated against on the basis of a disability, please write the Department of Education Office of Civil Rights, Old Federal Building, Room 239, 50 United Nations Plaza, San Francisco, CA 94102-4102, or call (415) 556-4275 or fax (415) 437-7783. <http://www.usdoj.gov/crt/crt-hom>



Developed and distributed by:

**Ventura County Special Education
Local Plan Area (SELPA)
5100 Adolfo Road
Camarillo, CA 93012**

Mary E. Samples, Assistant Superintendent
(805) 437-1560 Fax: (805) 437-1599
www.venturacountyselpa.com

General Education Prereferral Interventions...

There are numerous options in general education for addressing your child's needs. All California core curricular materials and textbooks have a variety of "differentiation" strategies to address different learning styles. Talk to your child's teacher or counselor about possible strategies or supports.

In addition, all schools have a problem-solving team of educators who meet regularly to discuss strategies for their students who continue to struggle. The team may be called Student Study Team (SST), Intervention Progress Team (IPT), or Professional Learning Community (PLC). These teams assist teachers and counselors by analyzing student performance data and planning needed intervention services for students at the school.

Ask your child's teacher or counselor about a referral to the school's problem-solving team. For more information about Prereferral Interventions, go to our website and click on "Response to Instruction and Intervention."



Section 504 of the Rehabilitation Act and Americans with Disabilities Act (504/ADA)...

504 and ADA are civil rights laws that guarantee that "no otherwise qualified person shall be excluded solely on the basis of a disability." This means schools must identify students who have disabilities and provide supports and services to ensure these students have the *same opportunity* to access all programs and activities at the school they are qualified for despite the disability.

If your child has a diagnosed disability or you feel your child needs assessment for a disability which impacts school performance, speak to your child's teacher or counselor.

Examples of disabilities which are addressed by 504 plans include ADHD, diabetes, asthma, depression and health-related issues.

Speak to your child's Principal or school psychologist to ask about an evaluation for ADA/504.

For more information about 504, go to our website and click on "Publications A-Z" and "504/ADA Handbook."

Need Help Deciding How to Start?

If you need help moving ahead, talk to your principal or district special education department. If you still need help, contact the Ventura County Special Education Local Plan Area at (805) 437-1560. They can connect you with professionals who are knowledgeable about special education and/or other parents of children with special needs.

Special Education...

If you and the school have tried a variety of changes in general education and they are still not effective, the school problem-solving team will make a referral for special education assessment. Or, parents can request an assessment at any time. Be sure to put your request in writing, date it, and note all areas of concern. Give the request to the school principal.

- Within 15 days of your request, you will receive **either**:
 - An Assessment Plan noting areas in which your child will be assessed, - or -
 - A notice that the district declines to assess, with reasons given. You have the right to appeal this decision.
- If you receive the Assessment Plan, you must sign it and return to the school.
- Within 60 days of receipt of the signed Assessment Plan, all assessments will be completed and an Individual Education Program (IEP) meeting will be held to discuss your child's eligibility.
- If your child is eligible, an IEP will be developed. An IEP will include specific goals to address your child's needs, and services to support those goals.

For more information about special education go to our website and click on "Publications A-Z," then "Parent Guide to Special Education." Special education services are available from three years old to 22 (or graduation.)



PRIMARY REFERRAL SOURCE

Primary Referral Source
 Name: _____
 Agency: _____
 Telephone: (____) _____
 Name of Infant: _____
 Date of Birth: _____
 Parents: _____
 Street Address: _____
 City and Zip Code: _____
 Telephone: (____) _____

My signature below indicates that the brochure, "COULD YOUR BABY BENEFIT FROM EARLY INTERVENTION SERVICES?" was given to me and explained to me by the person whose name is above.

- (Check one)
- I will call for a referral right away.
 - I would like the person above to make the referral call for me. My signature authorizes the person to provide information about my child to Ventura County Early Start.
 - I do not wish to make a referral now, but I understand I may call at any time.

Signed: _____ (parents)
 Date: _____

Primary Referral Source retains this portion.



PARENT'S RECORD

Name of person who gave you this brochure:

Agency: _____

Telephone: _____

Date: _____

Decision made by me:

- Call for a referral right away.
- The person above will call for me.
- I do not wish to make a referral right now but I understand I may call at any time.

Whether or not you would like a referral, if you would like to talk with another parent of a child with special needs, call **Rainbow Connection Family Resource Center at 1-800-332-3679 or (805) 485-9643.**

If you have questions or concerns about the Early Start Program. Call (805) 485-3177 Ext. 0.

Quarterly Meetings about Early Start:

Interagency Coordinating Council
 c/o Ventura County SELPA
 5100 Adolfo Road, Camarillo, CA 93012
 (805) 437-1560 Fax: (805) 437-1599
www.venturacountyselfpa.com

*This program mandated by:
 Individuals with Disabilities Education Act (IDEA) - PL-108-446*



SERVICES

Types of services which may be appropriate may include, but are not limited to:

Infant Services

- Developmental Intervention
- Hearing and Vision Services
- Speech and Language Development
- Occupational or Physical Therapy
- Behavioral Consultation
- Oral Motor Development
- Group Services
- Home-based Services

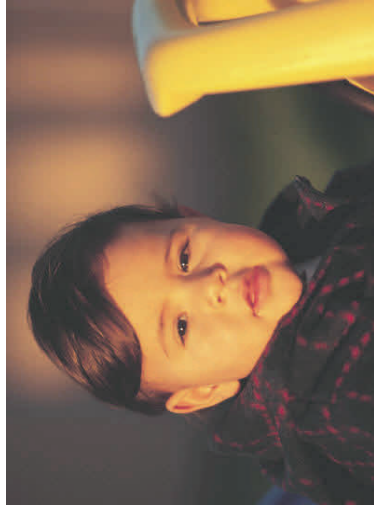
Family Services

- Parental support and counseling
- Assistance with referrals to other social services
- Assistance with entry into appropriate educational programs at age 3

Families who have health insurance may be required to use their benefits (including any necessary co-payments) for some therapies.

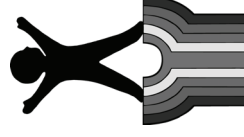


VENTURA COUNTY EARLY START



Program for Infants and Toddlers (from birth up to 36 months) and their families

COULD YOUR BABY BENEFIT FROM EARLY INTERVENTION SERVICES?



Services available to the infant and family are coordinated in cooperation with community agencies, including the infant development programs, Children's Medical Services, intensive care nurseries, Tri-Counties Regional Center, Ventura County Special Education Local Plan Area, Behavioral Health and Public Health Departments. The project coordinates the skills of community professionals and works with the family in providing a comprehensive, individual plan for services.



YOUR BABY'S DEVELOPMENT

The age span at which children develop can vary among individuals. However, if you, your doctor, or another person is concerned about any of the areas listed below, you might want to consider a referral for Early Intervention Services.

Social - emotions, behavior with others

Self-Help - activities of daily living

Physical - vision, hearing and gross/fine motor

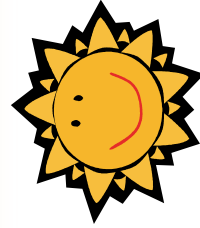
Communication - pre-speech, speech and language

Cognitive - thinking and problem-solving

To be eligible for Early Start, a child must have one of the following:

- Developmental Delays (or)
- A condition known to cause a developmental delay

**WE CAN HELP
YOU GET STARTED**



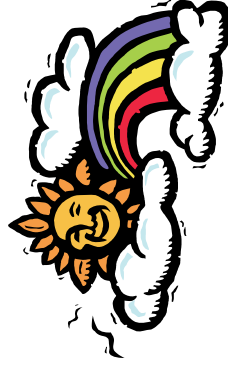
HOW TO MAKE A REFERRAL FOR EARLY INTERVENTION SERVICES... AND THEN WHAT?

YOUR FIRST CALL SHOULD BE TO:

If you live in **Ventura County**: Early Start Intake Representative, Tri-Countries Regional Center, at (805) 485-3177 ext 0, or at 1-800-664-3177.
www.tri-counties.org

If you live in **North Los Angeles County**: Early Start Intake Representative, North Los Angeles County Regional Center, at (818) 778-1900.

1. The Intake Representative will ask you some questions about your child, so it will be helpful to have family records at hand.
2. Within a few days, you will receive a letter indicating the name of the service coordinator who will be your contact person for the next 45 days. You may call this person at anytime if you have concerns.
3. Next, an appointment will be made for a visit in your home, or at another location as you choose.
4. The Service Coordinator & possibly another specialist will meet with you to discuss your concerns and priorities for your child. The Coordinator will also spend some time with your child to determine his/her strengths and needs. It will help the eligibility process to have your child's medical records and other documents available.
5. If your child is found eligible for Early Start services, all the possible services will be explained to you. You and your Service Coordinator will plan for your Individualized Family Service Plan (IFSP) Meeting - (who to invite, services to be considered, etc.). You will decide on a place and time to hold the IFSP.
6. If your child is eligible, within 45 days of your call, the IFSP Meeting will be held. We will work with you to develop a plan for services for your baby that fits your family's needs.
7. Services begin as soon as possible. Your Service Coordinator will be your main contact for updates and changes in your baby's program. If at any time you choose **not** to continue services, just let us know.
8. If your child is determined to be not eligible for Early Start services, you will receive written notice. The notice will include your rights to appeal the decision.





Ventura County Special Education Local Plan Area (SELPA)



Private School Guidelines and Procedures

2014

Mary E. Samples, Assistant Superintendent

5100 Adolfo Road, Camarillo, CA 93012

(805) 437-1560 ~ (805) 437-1599 fax

www.venturacountyselpa.com

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NOTICE OF SPECIAL EDUCATION REFERRAL
Ventura County Special Education Local Plan Area

Dear Parent/Adult Student:

This is to notify you that you/your child has been referred for assessment for special education services by _____ on (date) _____.

Reason for referral (if known) _____.

Within 15 days of receipt of the referral, the district will send you a notice. The notice may indicate that the district declines to assess, and would specify the reason. If the district intends to assess, an Assessment Plan will be sent to you, indicating all areas of proposed assessment. If you have additional information to provide that will help us in making a decision, please arrange to have it forwarded to me as soon as possible. In either case, you will receive a copy of your rights under Special Education law.

The district intends to assess. (See below)

Please feel free to call the person below with any concerns you may have.

School District: _____ **Date:** _____

School of Attendance: _____

Student's Name: _____

Birthdate: _____ **Age: Years:** _____ **Months:** _____ **Grade:** _____

Address: _____

Telephone Number: () _____

Native Language (according to Home Language Survey): _____

EL Status: ____ **If EL, overall level of English Language Development:** _____

Language Used to Communicate with Parent(s): _____

This portion to be filled out if district is proposing to assess at this time.

Assessment to be initiated.

Reason for assessment: _____

Other options considered, and why rejected: _____

Evaluations, tests, reports used: _____

Other factors: _____

As a parent(s) of a child with a disability, or suspected of having a disability, you have protections under state and federal laws. If you need assistance in understanding these rights, you may call Ventura County SELPA at (805) 437-1560.

Additional resources for parents are available on the SELPA website: www.venturacountyselpa.com. If you have questions or need further assistance, please do not hesitate to call.

(Contact Person)

(Title)

Phone: () _____

OFFICE USE ONLY

Date forwarded to special education personnel: _____



Mary E. Samples, Assistant Superintendent

Appendix 3-H

Worksheet for Determination of Special Education Responsibility for Students Considered Homeless

The following Special Education student is considered eligible as a homeless student under the McKinney-Vento Homeless Assistance Act 20 U.S.C. 11431 et seq, and the Individuals with Disabilities Education Act CFR 300.19.

A student receiving Special Education who is homeless must remain in the school of origin, unless it is not feasible or against the parent/guardian's wishes. 20 USC 1412 (a)(11) (A)(iii); 34 CFR 300.149(a)(3).

Name of Student: _____ Birth date: _____

Parent/Guardian/Surrogate name: _____

School District in which student resided before becoming homeless (District of Origin):

School District in which student currently resides (District of Geographic Residence): _____

Student's current educational placement: _____ District: _____

Is it feasible for the student to remain in the current placement? ___yes ___no

The following persons communicated to consider the student's needs:

In Person By phone E-mail Other _____

Student (if appropriate): _____

Parent/Guardian/Surrogate: _____

Social Worker: _____

Representative of District of Origin: _____

Representative of District of Residence: _____

Parent/Guardian/Surrogate/Adult Student indicated the preference for student to:

___ Continue in current placement

___ Attend program in District of Geographic Residence



Mary E. Samples, Assistant Superintendent

Appendix 3-H

Note:

The District of Origin continues to be the District of Special Education Responsibility if the student will remain in the current placement through the duration of the academic year in which the family becomes permanently housed. This includes students placed by the IEP team in a program not provided by the District of Origin (ie, NonPublic School, SELPA Intra-SELPA program, Residential Treatment Center, or County Office of Education program).

The District of Geographic Residence will become the District of Special Education Responsibility as of the date of this meeting if it is determined that the student will attend a program in that district, and will continue to be the District of Special Education Responsibility until the student moves through the end of the academic year the family becomes permanently housed.

If the student will continue to attend school in the District of Origin, how is transportation to be provided:

**Which district will pay for transportation? _____
(only required until family becomes permanently housed)**

Ventura County Early Start Program

EARLY START INQUIRY

Initial Intake Date: _____ IFSP Due Date: _____ SSN# _____ UCI# _____
 Child's name: _____ Date of Birth: _____ Age: _____ Gender: _____
 Last First MI
 Mother/Guardian: _____ Maiden Name: _____ Father: _____
 Parent Consent to Referral: Yes No Parents live together? Yes No
 Primary Language: _____ Interpreter? Yes No
 Mailing/ Home Address: _____
 Phone: _____ Message Phone: _____ School District of Residence: _____

Is child in Foster Care? Yes No (If yes, see over)

Inquirer's Name: _____ Relationship to the Family: _____ Contact Phone _____

Has applicant ever applied for services from any regional center? Yes No Where? _____

Primary physician: _____ Telephone: _____

Other agencies involved: _____ Medical Info attached: Yes No

Parent was informed that Early Start is a partnership between DDS and Dept of ED and information will be shared between TCRC and the LEA, and parents agreed to proceed. Yes No

HISTORY AND CONCERNS

Birthplace: _____ Hospital: _____ Gestational Age: _____ Birth weight: _____

Present weight: _____ Medications and Equipment: _____

Medical Confirmation/Diagnosis: _____ Specialist(s) Involved: _____

Developmental Concerns:

For details: (See over)

Inquiry taken by: _____ Phone #: _____ Ext: _____

Regional Center Service Coordinator assigned: _____ Phone #: _____ Ext: _____

Date of follow up – phone call to family (if appropriate): _____ How did you hear about Early Start: _____

Actions taken: Appears SLI-sent to LEA Faxed to LEA for consideration for dual Date _____

School District Response: _____ Possible Dates for Joint Intake: _____

LEA Early Start Coordinator:	LEA Response Date:
<input type="checkbox"/> Yes- agree to serve as SLI (Pending evaluation results)	<input type="checkbox"/> No- does not appear appropriate for dual/no available openings at this time
<input type="checkbox"/> Yes- agree to dual intake.	<input type="checkbox"/> No- reconsider at later date when more information is available
Concerns/ Need More Info:	

ADDITIONAL DETAILS FOR CHILDREN IN FOSTER CARE

Does Biological Parent Retain Education rights? Yes No (if no) explain: _____

Is Biological parent living in the area? Yes No (if no) explain: _____

Biological Parent's Name(s): _____ Tel #: _____

Address: _____

Is Biological parent available to sign consent to evaluate? Yes No (if no) explain: _____

Is visitation supervised? Yes No (if no) explain: _____

Visitation Schedule: Day(s) _____ Time _____ Location: _____

Copy of court order requested? Yes No Explain: _____

Name of CFS caseworker: _____

Phone number: _____

Details: _____

DEVELOPMENTAL CONCERNS / OPTIONAL

Developmental Concerns	Description of concerns
<input type="checkbox"/> Vision	
<input type="checkbox"/> Hearing *see checklist	
<input type="checkbox"/> Physical *see checklist	
<input type="checkbox"/> Self-help *see checklist	
<input type="checkbox"/> Behavioral	
<input type="checkbox"/> Social	
<input type="checkbox"/> Communication	
<input type="checkbox"/> Cognitive	

*Physical Checklist: (Circle all that apply): rolls tummy to back, sits unsupported, belly crawls, crawls, pulls to stand, cruises furniture, walk, grasps toy, releases toy.

*Self Help Checklist: (Circle all that apply): Holds a bottle with both hands, finger feeds, drinks from open cup, uses a spoon to feed

*Newborn Hearing Screening Passed: Yes No

Ventura County Special Education Local Plan Area (SELPA)
 Mary E Samples, Assistant Superintendent
www.venturacountyselpa.com
 (805) 437-1560

Guidelines for Special Education Interpreters

“Our families need to receive information that informs them about their child’s education. Interpreters play a crucial role in conveying information to both English Learners and their families. Interpreters are an important link in our educational system.”

Jack O’Connell, State Superintendent of Public Instruction, 2006

These guidelines will provide guidance to interpreters working in the schools for special education meetings including IEPs, parent conferences, or other school or district level meetings. They do not apply to interpreters for Due Process or other legal proceedings, as the use of certified interpreters is required at that level. The purpose of these guidelines is to ensure appropriate and effective interpreting practices, not only to comply with state and federal laws, but to promote meaningful parent participation and student success.

Definition of Interpretation vs Translation - Interpretation refers to the process of orally rendering communication from one language into another. Translation is the preparation of written text from one language into an equivalent written text of another language. **Translation refers to written text, interpretation refers to oral speech**, *These guidelines will give tips and techniques for Oral Interpretation only.*

Modes of Interpretation - When requested to interpret at a meeting, it is important to determine which mode of interpretation will be used. If not sure, ask the person who is convening the meeting, or ask before the meeting begins. Possible modes may be:

- Consecutive- Interpreting messages back and forth after each person has spoken, so that one person speaks at a time, it is interpreted, then another person speaks. This is recommended for working in educational settings such as one on one or small group meetings.
- Simultaneous- Interpretation takes place at the same time as the speaker, slightly behind the speaker’s words. The speaker does not stop talking, and the interpreter does not stop talking either. This mode is used in some educational events in which audio equipment is being used (head sets), often used for workshops or conferences.
- Sight Translation- Verbal translation of written text on sight. May be used for translation of IEP documents, student reports, forms, etc.
- Paraphrasing- Simplifying and summarizing what is said. This is not recommended because it allows unintended bias, omissions and inaccuracies to affect the final product and meaning.

Protocol for Interpreters

1. **Interpreter Introduction - State your name and role to the team.** Introduce yourself and tell the team that you are the interpreter. The team lead may also initiate the introduction.
2. **Interpret in the First Person “I” - Do not use, “He said, she said...” when interpreting what has been said.** For example, instead of saying, “He says he thinks the student needs to...” the interpreter should state, “I think the student needs to....” The interpreter is the voice, or mouthpiece, of the person speaking.

3. **Positioning and Eye Contact - Use your position and eye contact to foster the relationship between the non-English speaker and any team member who is speaking.** The interpretation process should promote eye-to-eye contact between all members of the team. The interpreter may use eye contact, but it is also acceptable to look down and avoid eye contact while interpreting. Consider your position in the room or at the table to facilitate effective dialogue.
4. **Translating Written Material -** Read the document out loud, word for word, exactly as it is written. If you have difficulty reading the material, a team member can read the English text out loud and you can interpret.
5. **Side Conversations - Avoid unnecessary conversations between anyone at the table.** Irrelevant discussions or “side conversations” are impolite whether or not the non-English speaker fully understands what is spoken. However, the non-English speaker may initiate conversation with you. To politely dissuade this, you can simply offer to talk more after the meeting is finished, and interpret that for the other team members. In addition, if other members of the team begin a “side conversation,” either interpret the conversation for the non-English speaker, or politely request the side conversations to stop.
6. **Basic Responsibilities -** All special education interpreters are expected to assume the following basic responsibilities:

Confidentiality and Professionalism – The interpreter must exhibit professionalism at all times and maintain the confidentiality of anything said at meetings. It is a legal requirement that you may only communicate with people who were present about any aspect of the meeting.

To demonstrate professionalism, the interpreter should be courteous but not overly friendly, be honest but tactful, and show respect for all parties. Allow each speaker to speak for themselves, and refrain from interjecting your personal opinion. This includes *not* correcting inaccurate or misstatements made by others.

Prior to the meeting, if there is any potential “conflict of interest” which may impact your ability to provide confidential, professional interpretation, let the team know. This may include a personal relationship with a member of the team, a strong opinion that you may have on a topic, or the potential for financial gain.

Accuracy and Completeness – The interpreter should accurately and completely convey statements made by any member of the team, in a way that relays the full meaning and spirit of what is said. If a literal translation conveys all of the words but not all of the meaning, it is acceptable to ask the speaker for clarification.

The interpreter must communicate **everything** that is said at the meeting. The interpreter’s role is **not** to decide what statements are relevant. Do not change the level or tone of the speaker, even if their speech is very sophisticated or very simple.

Cultural Bridge and Knowing Limits – Interpreters sometimes will need the ability to serve as a cultural bridge between the team members, while keeping within the limits of the interpretation process. Besides repeating what the speaker says, certain instances may call for the interpreter (if of a similar cultural background) to explain the cultural context of a specific statement. However, great care should be taken to provide **only** the essential, cultural background information.

Guessing or making up terms is not acceptable. If the interpreter does not understand something that was said, he or she should ask for clarification in order to provide a complete and accurate interpretation.

English-Spanish Translations of Common Terms Related to Special Education

English	Español; traducción alternativa
academic aptitude	aptitud académica
accommodations	acomodaciones
achievement	logros
achievement gap	achievement gap/discrepancia (<i>brecha académica entre grupos de estudiantes</i>)
achievement test	prueba de rendimiento
achievement/ability discrepancy	discrepancia en el rendimiento; habilidad
adaptive behavior	conducta adaptativa
adapted physical education (APE)	adaptaciones en la educación física (APE, <i>por sus siglas en inglés</i>)
adult student	estudiante adulto
advocacy	abogacía o defensoría; “intercesoría” es un término utilizado en algunas zonas
advocate	defensor o intercesor
(to) advocate	abogar o defender, “interceder” es un término utilizado en algunas zonas
age equivalent (AE)	edad equivalente (AE, <i>por sus siglas en inglés</i>)
alternate achievement standards	estándares de rendimiento alternativo
alternate assessment	pruebas alternativas
alternative dispute resolution	alternativas para la resolución de disputas
American Sign Language (ASL)	Lenguaje de Señas Americano (ASL, <i>por sus siglas en inglés</i>)
Americans with Disabilities Act (ADA)	Ley para Americanos con Discapacidades (ADA, <i>por sus siglas en inglés</i>)
annual goals	metas anuales
appeal	apelación
applied behavioral analysis (ABA)	análisis de conducta aplicada (ABA, <i>por sus siglas en inglés</i>)
appropriate	apropiado
aptitude test	prueba de aptitud
articulation	articulación
Asperger's syndrome (AS)	síndrome de Asperger (AS, <i>por sus siglas en inglés</i>)
assessment	evaluación
assessments (state and/or local standardized assessments)	pruebas (evaluaciones estandarizadas estatales y/o locales)
assistive technology (AT)	tecnología de asistencia (AT, <i>por sus siglas en inglés</i>)
assistive technology device	aparato de tecnología de asistencia
attention	atención
attention deficit disorder (ADD)	trastorno de déficit de atención (<i>add, por sus siglas en inglés</i>)
attention deficit hyperactivity disorder (ADHD)	trastorno de déficit de atención con hiperactividad (ADHD, <i>por sus siglas en inglés</i>)
audiology	audiología
auditory discrimination	discriminación auditiva
autism spectrum disorder (ASD)	trastorno del espectro del autismo (ASD, <i>por sus siglas en inglés</i>)
baseline	base
basic skills	destrezas básicas
behavior intervention plan (BIP)	plan de intervención para el comportamiento (BIP, <i>por sus siglas en inglés</i>)
behavior rating scale	escala del índice de la conducta
benchmark	punto de referencia
best practice	mejor práctica
bilingual education	educación bilingüe
blindness	ceguera
bullying	acosar

English	Español; traducción alternativa
burden of proof	carga de la prueba
case management/case manager	manejo de caso/coordinador del caso
cerebral palsy (CP)	parálisis cerebral (CP, <i>por sus siglas en inglés</i>)
charter school	escuela “charter”
child find	child find
child study team/student study team	child study team / equipo de estudio del niño
chronological age	edad cronológica
Code of Federal Regulations (CFR)	Código de Regulaciones Federales (CFR, <i>por sus siglas en inglés</i>)
cognitive	cognitivo
common core standards	estándares de materias básicas comunes
community-based	basado en la comunidad
compensatory education	educación compensatoria
complaint	queja
comprehensive	integral
consent	consentimiento
content standards	estándares de contenido
core academic subjects	materias académicas básicas
counseling services	servicios de consejería
curriculum	currículo
deaf-blindness	sordoceguera
deafness	sordera
Department of Education	Departamento de Educación
development	desarrollo
developmental delay	retraso del desarrollo
developmental disability (DD)	discapacidad del desarrollo
diploma	diploma
direct instruction	instrucción directa
disability	discapacidad
discrimination	discriminación
due process	proceso legal debido
due process hearing	audiencia del proceso legal debido
durable medical equipment	equipo médico duradero
early intervention (EI)	intervención temprana (EI, <i>por sus siglas en inglés</i>)
eligibility	elegibilidad
emotional disturbance (ED)	trastorno emocional (ED, <i>por sus siglas en inglés</i>)
English as a second language (ESL)	Inglés como segundo idioma (ESL, <i>por sus siglas en inglés</i>)
English learner (EL)	estudiante del idioma inglés (EL, <i>por sus siglas en inglés</i>)
evaluation	evaluación
evidence-based practice	práctica basada en la evidencia
expressive language	lenguaje expresivo
extended school day	día escolar extendido
extended school year (ESY)	año escolar extendido (ESY, <i>por sus siglas en inglés</i>)
fetal alcohol syndrome	síndrome de alcohol fetal
fine motor	motor fino
fluency	fluidez
free, appropriate, public education (FAPE)	educación pública gratuita y apropiada (FAPE, <i>por sus siglas en inglés</i>)
functional behavioral assessment (FBA)	evaluación de la conducta funcional (FBA, <i>por sus siglas en inglés</i>)
functional goal	meta funcional
functional performance	desempeño funcional
goal	meta
grade level expectations (GLE)	expectativas de nivel de grado (GLE, <i>por sus siglas en inglés</i>)
gross motor	motor grueso

English	Español; traducción alternativa
guardianship	tutela o custodia
Head Start	Head Start
hearing impairment	impedimento auditivo
high-stakes testing	pruebas de alto impacto
home instruction	instrucción en el hogar
homeless family	familia sin hogar
hyperactivity	hiperactividad
IEP team	equipo del IEP
impartial hearing	audiencia imparcial
inclusion or inclusive education	inclusión o educación inclusiva
Independent educational evaluation	evaluación independiente educacional
individualized education program (IEP)	programa de educación individualizado (IEP, por sus siglas en inglés)
individualized family service plan (IFSP)	plan individualizado de servicios para la familia (IFSP, por sus siglas en inglés)
Individuals with Disabilities Education Act (IDEA)	Ley de Educación para Individuos con Discapacidades (IDEA, por sus siglas en inglés)
intellectual disability	discapacidad intelectual
intelligence	inteligencia
intelligence quotient (IQ)	cociente o coeficiente intelectual (IQ, por sus siglas en inglés)
interim alternative educational setting (IAES)	ambiente educativo provisional alternativo (IAES, por sus siglas en inglés)
interpreter services	servicios de intérprete
interpreting services	servicios de interpretación
individualized service plan (ISP)	plan de servicios individualizados (ISP, por sus siglas en inglés)
learning disability (LD)	discapacidad en el aprendizaje (LD, por sus siglas en inglés)
least restrictive environment (LRE)	ambiente lo menos restrictivo (LRE, por sus siglas en inglés)
legal age	mayoría de edad
limited english proficiency (LEP)	dominio limitado del inglés (LEP, por sus siglas en inglés)
literacy	alfabetización
local education agency (LEA)	agencia de educación local (LEA, por sus siglas en inglés)
manifestation determination review	revisión de la determinación de manifestación
mediation	mediación
MediCaid	Medical
mental age	edad mental
modifications	modificaciones
monitoring	monitoreo
multi-sensory	multisensorial
multiple disabilities	discapacidades múltiples
occupational therapy (OT)	terapia ocupacional (OT, por sus siglas en inglés)
Office of Special Education Programs (OSEP)	Oficina de los Programas de Educación Especial (OSEP, por sus siglas en inglés)
Office of Civil Rights (OCR)	Oficina de los Derechos Civiles (OCR, por sus siglas en inglés)
orientation and mobility services	servicios de orientación y movilidad
orthopedic impairment	impedimento ortopédico
other health impaired	otro impedimento de salud
paraprofessional	paraprofesional
parent	padre
parent counseling and training	capacitación y consejería para padres
percentile	percentil
percentile rank	rango percentil
perception	percepción
performance standards	estándares de rendimiento

English	Español; traducción alternativa
physical therapy (PT)	terapia física (PT, por sus siglas en inglés)
placement	colocación
policies	políticas o normativas
Positive Behavioral Interventions and Supports (PBIS)	Apoyos a Intervenciones para Obtener una Conducta Positiva (PBIS, por sus siglas en inglés)
post-secondary education	educación postsecundaria
present level of academic achievement and functional performance	nivel actual de logros académicos y desempeño funcional
primary language instruction	instrucción en el lenguaje primario
prior written notice	notificación previa por escrito
procedural safeguards	garantías procesales
proficiency	destreza o nivel de dominio
progress monitoring	monitoreo de progreso
pull out programs	pull out programs
receiving district	distrito receptor
receptive language	lenguaje receptivo
recoupment	recobro o recuperación de destrezas
referral	referido
regression	regresión de destrezas
related services	servicios relacionados
resolution session	sesión de resolución
resource room/resource placement	salón de recursos en educación especial
resource services	servicios de recursos en educación especial
respite care	servicios o cuidados de respiro
Response to Intervention (RTI)	Respuesta a la Intervención (RTI, por sus siglas en inglés)
revocation of consent	revocación del consentimiento de los servicios de educación especial
Section 504 of the Rehabilitation Act of 1973	Sección 504 de la Ley de Rehabilitación de 1973
self-contained placement	salón de educación especial a tiempo completo (El término puede diferir de acuerdo a la zona del país.)
self-help	autoayuda
short-term objectives	objetivos a corto plazo
skills	destrezas
social promotion	promoción social
special education	educación especial
special education mediation	mediación de educación especial
special education services	servicios de educación especial
specific learning disability (SLD)	discapacidad específica de aprendizaje (SLD, por sus siglas en inglés)
speech or language impairment	trastorno del habla o lenguaje
speech intelligibility	inteligibilidad del habla
speech therapy	terapia del habla
standards	estándares
supplementary aids and services	ayudas y servicios suplementarios
surrogate parent	padre sustituto
toddler	niño pequeño
to meet criteria	cumplir con el criterio; cumplir con los requisitos del criterio
transition	transición
transition plans	planes de transición
transition services	servicios de transición
transportation	transportación
traumatic brain injury (TBI)	lesión cerebral traumática (TBI, por sus siglas en inglés)
TTD/TTY	TTD/TTY
visual impairment, including blindness	impedimento visual, incluyendo ceguera
vocational education	educación vocacional
written prior notice	notificación previa por escrito

VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)
Mary E. Samples, Assistant Superintendent
5100 Adolfo Road, Camarillo, CA 93012
(805) 437-1560, FAX (805) 437-1599, www.venturacountyselpa.com

<p>PARENT AND ADULT STUDENT RIGHTS AND PROCEDURAL SAFEGUARDS FOR SPECIAL EDUCATION</p>

These are your rights under state and federal law, as guaranteed under the Individuals with Disabilities Act (IDEA) – PL. 108-446 and related California Education Code. This document is for parents of students aged 3-18 years old who are being considered for or are receiving special education services. These rights apply to all foster parents and surrogate parents (appointed by the School District) acting on behalf of a special education student or a student being considered for special education. These rights are also for enrolled special education students between the age of 18-22 years old who have not yet obtained a high school diploma. You will be given these rights once a year, also upon initial referral, at assessment, and if you file a Notice of Due Process Complaint.

I. GENERAL RIGHTS

- A. All children with disabilities have the right to a free appropriate public education.
- B. To be eligible for this program, a child must be evaluated and found to have one of the following disabilities, and **need special education and/or related services.**
 - Autism
 - Deaf-blindness
 - Emotional disturbance
 - Hearing impairment (including deafness)
 - Intellectual Disabilities
 - Multiple disabilities
 - Orthopedic impairment
 - Other health impairment
 - Speech or language impairment
 - Specific learning disability
 - Traumatic brain injury
 - Visual impairment
 - Established Medical Condition (preschool only)
- C. You have the right to receive this notice in your native language, unless it clearly is not feasible to do so, and written in an easily understandable manner. If your native language or other mode of communication is not a written language, the notice is to be translated orally or by other means to you. The local education agency (“district”) shall take steps to ensure that you understand the content of the notice and shall ensure that written evidence exists that these requirements have been met.

II. RIGHTS RELATED TO PARENTAL NOTICE

- A. Written prior notice to the parents of the child is required whenever the district proposes to initiate or change or refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education.
- B. The notice shall include a description of the action proposed or refused by the district, an explanation of why the agency proposes or refuses to take the action, a description of any other options that the agency considered and the reasons why those options were rejected. It also will include a description of each evaluation procedure, test, record, or report the agency used as a basis for the proposed or refused action, a description of any other factors that are relevant to the district’s proposal or refusal, and a statement that the parents of a child with a disability have protection under the procedural safeguards of the Individuals with Disabilities Education Act (IDEA)
- C. The notice may be provided via the IEP or in separate format.

A sample "Notice to Parent of Action" form is available on our website, under "SESP and IEP Forms/Pre-IEP"

III. RIGHTS RELATED TO ASSESSMENT & REEVALUATION

- A. Parents have the right to initiate a referral of their child for special education services.
- B. If the district decides to assess, the parent shall be given, in writing, a proposed Assessment Plan within 15 calendar days of the referral for assessment, not counting days between school sessions or days of school vacation in excess of 5 school days, from the date of receipt of the referral. An Assessment Plan shall be developed within 10 days after the start of the new regular school year when a referral was made 10 days or less prior to the end of the regular school year. For pupil school vacations, the 15 day timeline continues when the regular school year reconvenes.
- C. The Assessment Plan shall be provided in the native language of the parent, unless it is clearly not feasible to do so, and shall explain the areas of assessments to be conducted, the assessors, and the facts which make an assessment necessary or desirable.
- D. Parents must give their written consent for an initial assessment to determine if their child qualifies as a child with a disability.
- E. The parent shall have at least 15 calendar days from receipt of the proposed Assessment Plan to provide written consent. Assessment may begin immediately upon receipt by the district of the signed Assessment Plan.
- F. If a parent refuses to provide consent for assessment, the district may continue to pursue an assessment by utilizing the mediation and due process procedures described later in this document.
- G. If the district declines a parent request for assessment, notice shall be given in writing within 15 days of the parent written request. Notice shall include an explanation of why the district does not think assessment is needed including all elements of Notice Specified in Section II of this document.
- H. Testing and assessment materials and procedures for evaluation and placement of children with disabilities will be selected and administered so as not to be racially, culturally, or sexually discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless clearly not feasible and no single procedure shall be the sole criterion for determining an appropriate educational program for a child.
- I. Parents have the right to initiate Due Process if they disagree with the district on the issue of assessment.
- J. The parent has the right to receive a copy of all Assessment Reports when available.
- K. As part of initial evaluation (if appropriate) and as part of any reevaluation, the IEP Team and other qualified professionals, as appropriate, shall review existing evaluation data on the child, including evaluations and information provided by the parents of the child, current classroom-based assessments and observations, and teacher and related services providers' observations. On the basis of that review, and input from the child's parents they should identify what additional data, if any, are needed to determine: whether the child has a disability; the present levels of performance and educational needs of the child; whether the child needs special education and related services; and whether any additions or modifications to the special education and related services are needed to enable the child to meet the annual goals set out in the child's Individualized Education Program and to participate, as appropriate, in the general curriculum.
- L. A reevaluation of each child with a disability shall be conducted to at least once every three years or if conditions warrant or if the child's parent or teacher requests a reevaluation.
- M. The purpose of reevaluation is to determine ongoing eligibility and educational needs.
- N. If members of the IEP Team including the parents and other qualified professionals, as appropriate, determine that no additional data are needed to determine whether the child continues to be a child with a disability, the district shall notify the child's parent of that determination and the reasons for it, and the right of the parent to request an assessment to determine whether the child continues to be a child with a disability. If the district feels it is necessary to conduct an assessment for reevaluation and is not able to get parent consent after reasonable attempts to do so, the district may proceed with assessment.
- O. Vision and hearing screening will be conducted at the intervals specified in California Education Code and/or within one year of Reevaluation, unless the parent denies permission.

IV. INDEPENDENT EDUCATIONAL EVALUATIONS

- A. Parents have the right to obtain one Independent Educational Evaluation (IEE) of their child at public expense for each evaluation conducted by the district if they disagree with an evaluation obtained by the district within no more than two years. The district shall provide to parents, on request, information about where an IEE may be obtained. If a parent requests an IEE at public expense, the district must either initiate a due process hearing to show that its evaluation is appropriate or ensure an IEE is provided at public expense. If the district prevails at the due process hearing, the parent still has the right to an IEE, but not at public expense.
- B. The assessment tools used by an independent education evaluator must be individually selected for your child and must be administered by competent professionals.
- C. Testing and evaluation materials and procedures must be selected and administered so as not to be racially, culturally, or sexually discriminatory.
- D. The materials or procedures must be provided and administered in your child's native language or mode of communication, unless it clearly is not feasible to do so.
- E. No single procedure shall be the sole criterion for determining an appropriate educational program for a child.
- F. IEEs must meet requirements for location, qualifications, costs and assessment instruments set forth by SELPA.
- G. Information obtained in an IEE (regardless of who pays) shall be considered along with all other assessment data in developing the IEP.
- H. If the district observes the student in his or her classroom during an assessment, or if the district would have been allowed to observe the student, an individual conducting an IEE must also be allowed to observe the classroom. If the school district proposes a new school setting for the student and an IEE is being conducted, the independent assessor must be allowed to first observe in the proposed new setting.
- I. The district shall conduct a reevaluation of a student with a disability before determining that the student no longer meets the criteria for eligibility as a child with a disability.
- J. The district must re-evaluate students transferring in from out of state if determined to be necessary.
- K. Screening by a teacher or specialist to determine instructional strategies for implementation of the curriculum is not considered evaluation for eligibility purposes and does not require parent permission.

A copy of the "Notice of Referral" and "Assessment Plan" forms are available on our website, under "SIRAS User's Manual/Pre-IEP." An Information packet for parents about IEEs is located under "Information for Parents"

V. RIGHTS RELATED TO THE INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM MEETING

- A. An IEP required as a result of an assessment of a child shall be developed within a total time not to exceed 60 days, not counting days between the child's regular school sessions, terms or days of school vacation in excess of five school days, from the date of receipt of the parent's written consent for assessment.
- B. If the timeline is interrupted by a school vacation, the 60-day time shall recommence on the date that pupil school days reconvene.
- C. If a referral has been made 30 days or less prior to the end of the regular school year, an IEP shall be developed within 30 days after the commencement of the subsequent regular school year as determined by each district's school calendar.
- D. Parents have the right to participate in meetings on the identification, evaluation and educational placement of their child and be informed of all program options, including alternative public and private programs.
- E. Parents are entitled to receive written notice of the proposed meeting, including meeting purpose, and shall be notified early enough to ensure the opportunity to attend.
- F. The IEP Team meeting shall be arranged at times and places mutually agreeable to the parent and the district.
- G. Parents have the right to be a member of the IEP Team, and to present information to the team in person or through a representative.

- H. The district shall take whatever action is necessary to ensure that the parents understand the proceedings at a meeting, and are able to participate in any group discussions relating to the educational placement of their child, including arranging for an interpreter for parents with deafness, or whose native language is other than English.
- I. Parents may designate another adult to represent the educational interests of the child. This may be done for one meeting only by indicating the name of the representative on the IEP Meeting Notice, or on a long term basis by filling out the "Designation of Educational representative" form. (*Available on the SELPA website, under "SESP and IEP Forms-Pre IEP"*)
- J. Parents have the right to an IEP team which includes the student's present teacher, a representative of the district, one or both parents and a general educator if the student is or may be participating in the general educational environment. Also present, as appropriate, may be the student and other individuals at the request of parents or education agency who possess necessary expertise or knowledge. If the student has been assessed, a person who is qualified to interpret the results shall be present. If the student is suspected of having learning disabilities, at least one member of the team, other than the teacher, shall have observed the pupil in an appropriate educational setting.
- K. If the IEP will discuss transition to adult life, the student must be invited to participate in transition planning. However, if the student is not yet 18, parents can decide whether or not he/she attends all or part of the meeting.
- L. Parents have the right to include as members of the IEP Team other individuals who have knowledge or special expertise regarding their child.
- M. As long as the team is made up of the required members, parents may not require that a specific individual be in attendance.
- N. A required IEP team member whose area *will not* be discussed may be excused from all or part of the meeting with written permission of district and parent.
- O. An IEP team member whose area *will* be discussed may be excused from all or part of the meeting with written district and parent permission, but must submit a written report prior to the meeting in lieu of attendance.
- P. If a special education student is placed in a non-public school, any IEP meetings may be convened by the non-public school in cooperation with the placing district. However, the placing district retains full responsibility for compliance with state and federal law.
- Q. The IEP meeting shall be non-adversarial and conducted solely for the purpose of making educational decisions about the student.
- R. For children with disabilities aged 3 through 5, an Individualized Family Service Plan may serve as the IEP if agreed to by the district and the child's parents.
- S. Parents shall be given a copy of the IEP at no cost, and a copy of the IEP shall be provided in the primary language at the request of the parents.
- T. The IEP and placement of the student will be reviewed at least once each year by the IEP team.
- U. Parents have the right to request a review by the IEP Team. A meeting of the IEP Team requested by a parent shall be held within 30 days, not counting days between the student's regular school sessions, terms or days of school vacation in excess of five school days, from the date of receipt of the parent's written request.
- V. Parents and the district have a right to make an audiotape recording of the proceedings of the IEP Team meeting by giving 24 hours notice to the IEP Team of the intent to tape the meeting. If the district initiates notice of the intent to audiotape the meeting and the parent objects or refuses to attend, then the meeting shall not be tape recorded by either party.
- W. The IEP may be held by teleconference, if all parties agree.
- X. Written consent of the parent is required before any program placement or special education services may begin.
- Y. The parent may refuse consent to the initial placement of their child in special education. The district may not pursue Due Process on the issue of initial placement.
- Z. Any time after the initial provision of special education and related services, a parent or an adult student may revoke consent **in writing** for the continued provision of services and supports. This revocation would include **all** special education services. The district may not continue to provide services, but must provide written notice before ceasing services indicating when the services will cease. An IEP meeting is not required. The district may not use mediation or due process procedures to obtain agreement or a ruling that the services must be provided. If consent is revoked for special education services, the district is not required to amend the child's education records to

remove any reference to receipt of special education and related services. Additionally, if you revoke consent for special education services, the child will be subject to the same disciplinary guidelines as any other student in the district. If a parent or adult student decides to re-refer the student for services the district will respond within 15 days. According to the law, the district has an additional 60 days to conduct assessment and hold an IEP at which time eligibility and services will be considered.

- AA. On review of the IEP, the parent may consent to all or part of the new proposed IEP. Those parts that are agreed upon will be implemented. If the district determines that a part of the proposed special education program to which the parent does not consent is necessary to provide a free and appropriate public education to the child, a due process hearing shall be initiated unless a prehearing mediation conference is held. If parents believe a change to the IEP is necessary, or disagree with a change proposed by the district, the parents may file for Due Process.

Copies of all IEP forms are available at the SELPA office or on the website, under "SIRAS User's Manual/IEP Forms."

VI. RIGHTS RELATED TO THE CONTENTS OF THE IEP

- A. The IEP will contain these elements:
- The strengths of the child, and
 - The concerns of the parents about their child's education, and
 - The results of the most recent evaluations, and
 - The student's present levels of academic achievement and functional performance, and
 - The academic, developmental and functional needs of the student, and
 - A statement of how the disability affects involvement and progress in the core curriculum (or for preschoolers, how it affects participation in appropriate activities), and
 - Measurable annual goals. For students who participate in alternate assessments, benchmarks or short-term objectives are also required, and
 - A statement of how progress toward goals will be measured, as well as when periodic reports will be given to the parents, and
 - Special education, related services and supplementary aides and services, and
 - An explanation of the extent, if any, to which the student will not participate with children without disabilities in the general education classroom, and
 - Accommodations or modifications needed for district and statewide assessments. If the student cannot participate in the regular assessment, the reasons why and the alternate assessment selected, and
 - The projected date for beginning the services.
- B. The team will also consider as appropriate:
- Behavior impeding learning of self or others, and/or
 - Language needs of a limited English proficient student, and/or
 - Braille for students who are blind or visually impaired and/or
 - Communication needs of the child, including the child who is deaf or hard of hearing, and/or
 - The need for assistive technology devices (does not include surgically implanted devices).

For additional elements included in the planning for transition to adult life, see Section VI (For students aged 15 and older)

- C. Parents shall be informed of free, appropriate public education and all available alternative options, both public and non-public, per the Local Plan and Interdistrict Charts.
- D. Special Education services mean specially designed instruction, at no cost to the parents, to meet the unique needs of the student with a disability.
- E. These services may be provided in general education classes, special classes, special schools, the home, hospital, or institutions.
- F. Children with disabilities have the right to be educated with children without disabilities to the maximum extent appropriate. This means the right to placement in the least restrictive learning environment that will also address their special education needs.

- G. Extended school year services must be made available if the IEP team determines that they are necessary for the provision of a free, appropriate public education.
- H. The description of the student's overall program will include the location and type of services, but not specific individuals or classes.

VII. TRANSITION TO ADULT LIFE

- A. Starting no later than the first IEP to be in effect when the student turns 16, planning for transition to adult life will be included in the IEP process.
- B. Transition assessments will be conducted to determine the student's desired outcomes in the areas of education and training, employment, and, as appropriate, independent living.
- C. Measurable goals for the student's desired outcomes for life after public school will be written.
- D. Annual goals will be developed as appropriate to address the desired outcomes.
- E. Necessary transition services to address the annual goals will be specified
- F. No later than one year before the student turns 18, the IEP will include a statement that the student will be informed that all special education rights will transfer to him or her upon reaching 18. See *Rights of Adult Students in this document, Section VIII.*

For more information about transition, see our website "Transition to Adult Life/Information for Families."

VIII. RIGHTS RELATED TO STUDENT RECORDS

- A. Parents have the right to receive notice in their native language which includes a summary of the policies, procedures and rights related to personally identifiable information, including the rights under the Family Educational Rights and Privacy Act of 1974 (FERPA). The following information meets this requirement.
- B. The district shall provide parents on request a list of the types and locations of education records collected, maintained, or used by the agency.
- C. Parents shall have the right and opportunity to examine all school records of their child and to receive copies within 5 business days after such request is made, either orally or in writing and before any meeting regarding an IEP or any hearing relating to the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education.
- D. A district may charge no more than the actual cost of reproducing such records, but if the cost effectively prevents the parent from exercising the right to receive such copy or copies, the copy or copies shall be reproduced at no cost.
- E. The parent's right to inspect and review the educational records of their child includes the right to a response from the district to reasonable requests for explanations and interpretations of the records and the right to have a representative of the parent inspect and review the records.
- F. The district may presume that the parent has authority to inspect and review records relating to his or her child unless the agency has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.
- G. The parent may file a written request with the superintendent of the district to correct or remove any information recorded in the written records concerning his or her child which the parent alleges to be any of the following: (a) inaccurate; (b) an unsubstantiated personal conclusion or inference; (c) a conclusion or inference outside of the observer's area of competence; (d) not based on the personal observation of a named person with the time and place of the observation noted, (e) misleading; (f) in violation of the privacy or other rights of the pupil.
- H. Within 30 days of receipt of a request as described above, the superintendent or superintendent's designee shall meet with the parent and the certificated employee who recorded the information in question, if any, if the employee is presently employed by the district. The superintendent shall then sustain or deny the allegations. If the superintendent sustains any or all of the allegations, he or she shall order the correction or the removal and destruction of the information. However, the superintendent shall not order a student's grade to be changed unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade.

- I. If the superintendent denies any or all of the allegations and refuses to order the correction or the removal of the information, the parent may, within 30 days of the refusal, appeal the decision in writing to the governing board of the district.
- J. Within 30 days of receipt of an appeal, the governing board shall, in closed session with the parent and the certificated employee who recorded the information in question, if any, if the employee is presently employed by the district and determine whether or not to sustain or deny the allegations. If the governing board sustains any or all of the allegations, it shall order the superintendent to immediately correct or remove and destroy the information from the written records of the pupil. However, the governing board shall not order a student's grade to be changed unless the teacher who determined the grade is, to the extent practicable, given the opportunity to state orally, in writing, or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade. The decision of the governing board shall be final.
- K. Records of these administrative proceedings shall be maintained in a confidential manner and shall be destroyed one year after the decision of the governing board, unless the parent initiates legal proceedings relative to the disputed information within the prescribed period.
- L. If the final decision of the governing board is unfavorable to the parent, or if the parent accepts an unfavorable decision by the district superintendent, the parent shall have the right to submit a written statement of his or her objections to the information. This statement shall become part of the pupil's school record until the information objected to is corrected or removed.
- M. Parental consent must be obtained by the district before personally identifiable information is disclosed or released to other agencies.
- N. School district officials can release confidential educational information to an agency caseworker or another representative of a state or local child welfare agency or tribal organization that has the legal responsibility for the care and protection of the student, without parent permission.

For more information regarding Family Educational Rights and Privacy Act (FERPA) visit <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

IX. RIGHTS OF ADULT STUDENTS

- A. When a student with a disability reaches the age of 18, the age of majority in California, (except for a student with a disability who has been determined to be incompetent under State law) the district shall provide any required notices to both the individual and the parents.
- B. At the age of 18, all other rights accorded to the parents under the IDEA transfer to the child. The district shall notify the individual and the parents of the transfer of rights. All rights accorded to parents under the IDEA transfer to students who are incarcerated in an adult or juvenile Federal, State, or local correctional institution.
- C. An adult student with a disability may appoint another adult to represent him or her in educational matters, if desired.

The "Designation of Educational Representative Form" is located on our website, under "SESP and IEP Forms/Pre-IEP Meeting Forms."

X. PARENT SURROGATES

- A. The district shall ensure that procedures are established and maintained for the assignment of an individual to act as a surrogate for the parents in all special education matters whenever the parents of the child are not known, the agency cannot, after reasonable efforts, locate the parents, or the child is a ward of the State and the parents have had their educational rights removed by a court of law.
- B. If the child lives in a foster home, and the parents have had their educational rights removed, the foster parent may fulfill the role of "parent" for educational purposes as long as the child resides in the home. A foster parent shall include a person, relative caretaker, or nonrelative extended family member who has been licensed or approved by the county welfare or probation department or the State Department of Social Services or who has been designated by the court as a specified placement. A foster parent does not have to be designated as a surrogate.

- C. The individual appointed to act as a surrogate shall not be an employee of the state education agency, the district, or any other public or private agency that is involved in the education or care of the child. The surrogate shall have no interest that conflicts with the interest of the child he or she represents and shall have knowledge and skills that ensure adequate representation of the child. An individual who would have a conflict of interest means a person having any interest that might restrict or bias his or her ability to advocate for all of the services required to ensure a free appropriate public education for the child with a disability.
- D. As far as practical, a surrogate parent should be culturally sensitive to his or her assigned child.
- E. When appointing a surrogate, the district shall, as a first preference, select a relative caretaker or a court appointed special advocate, if one of these individuals exist and is willing and able to serve. If not, the district shall select the surrogate of its choice. If the child is removed from the home of the relative caretaker who has been appointed as a surrogate, the district shall appoint another surrogate.
- F. Except for individuals who have a conflict of interest in representing the child, individuals who may serve as surrogates include, but are not limited to, retired teachers, social workers, and probation officers who are not employees of a public agency involved in the education or care of the child. If a conflict of interest arises subsequent to the appointment of the surrogate, the district shall terminate the appointment and appoint another surrogate.
- G. The surrogate shall serve as the child's parent and shall have all rights regarding the child's education that a parent has as specified in the IDEA. A surrogate may represent a child with a disability in matters relating to identification, assessment, instructional planning and development, educational placement, and/or reviewing and revising the Individualized Education Program, and in other matters relating to the provision of a free, appropriate public education to the individual. This representation shall include the provision of written consent to the IEP including nonemergency medical services, mental health treatment services and occupational or physical therapy services. The surrogate may sign any consent relating to IEP purposes.
- H. A surrogate shall not be appointed for a child who is a dependent or a ward of the court unless the court specifically limits the right of the parent or guardian to make educational decisions for the child or for a child who has reached the age of majority unless the child has been declared incompetent by a court of law.
- I. A surrogate shall be held harmless by the State of California when acting in his or her official capacity except for acts or omissions which are found to have been wanton, reckless, or malicious.

A flowchart of the Parent Surrogate process and necessary forms are available at the SELPA office and on the website, under "Administrative Procedure/Surrogate Parents."

XI. Use of Medicaid/MediCal Public Benefits

- A. You must give consent before the district may access your child's MediCal benefits to pay for certain special education related services.
- B. The district does not need to ask for your permission again unless the type, cost or amount of services changes.
- C. There will be no cost to you if the district accesses your child's MediCal benefits. It will not impact your child's available lifetime coverage, result in your having to pay any co-pays or for other services that would otherwise be covered by the public benefits which are required by your child outside school, increase premiums or discontinue benefits, or risk loss for home and community based waivers.
- D. You have the right to withdraw your consent for the district to use your child's name access MediCal benefits at any time. If you do this, the district will continue to be responsible to provide all services specified in your child's IEP.

XII. PROCEDURES FOR RESOLVING DIFFERENCES

A. Voluntary Pre-Hearing Mediation ("Mediation Only")

1. Parents may choose to participate in Mediation Only by filing the "Mediation Only Request Form." If this is requested before filing a Request for Mediation and Due Process Hearing, it is not considered to be part of the Due Process Hearing process, and attorneys and legal advocates cannot be present.

2. Either party may decide to participate in Mediation Only. Mediation Only is voluntary, and if one of the parties declines to participate, it will not occur.
3. The Mediation Only conference will be scheduled within 15 days of the request.

The “Mediation Only Request Form” is located on our website on the Home Page under “Need to Resolve a Conflict?” and Office of Administrative Hearings.”

B. Due Process

1. NOTICE OF DUE PROCESS COMPLAINT

- a. A parent or a public agency may file a Request for Mediation and Due Process Hearing if they disagree with any matters relating to the identification, assessment or educational placement of a student with a disability and would like to initiate Due Process.
- b. The Notice must be filed no later than two years after the parent or public agency knew or should have known about the alleged violation. (For complaints alleging violations after October 9, 2006)
- c. The two year time limit does not apply to the parent if they were prevented from filing a Request for Mediation and Due Process Hearing due to specific misrepresentation by the district that it has resolved the problem which is the basis of the complaint, or due to the district’s withholding of information from the parent that was required to be provided.
- d. The Request must include these elements:
 - The child’s name, address and school (if the child is “homeless” according to the McKinney-Vento Homeless Act, available contact information must be provided)
 - A description of the problem, including facts
 - A proposed resolution of the problem
- e. The Request must be sent to the State Superintendent of Public Instruction, with a copy provided to all other parties named. (Office of Administrative Hearings (OAH), Special Education Division, 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA, 95833, Telephone: (916)263-0880, Fax (916)263-0890
- f. Either parents or district may challenge the sufficiency of the Request.
- g. The Request will be deemed to be sufficient unless the party receiving the Request notifies the Administrative Law Judge (ALJ) and the other party within 15 days of receipt that it believes the Request does not contain the required elements (above).
- h. Within five days of receipt of notification from either party that the Request is not sufficient, the ALJ will make a decision on whether the complaint contains the required elements.
- i. The party filing the Request does not have the right to a Due Process Hearing if the Request does not contain the required elements.
- j. A party may amend its Request only if the other party consents in writing and a Resolution Session is held, or if permitted by the ALJ, but not later than five days before a Due Process Hearing occurs. In case of amendment of the Request, all timelines start over.
- k. If a party files an amended Request for Mediation and Due Process Hearing , the timelines for the Resolution Session begin again.
- l. If the district has not given the parent written notice about the subject matter contained in the parent’s Request, the district must, within 10 days of receiving the Request, give the parent a written response (known as “Other Party Response”) that contains all the elements in Section II of this document.

The form to request “Mediation and Due Process Hearing” is located on our website on the Home Page under “Need to Resolve a Conflict?” and Office of Administrative Hearings.”

2. RESOLUTION SESSION

- a. Within 15 days of receiving the parent’s Request for Mediation and Due Process Hearing , and prior to initiation of a Due Process Hearing, the district must convene a meeting with the parent and the relevant members of the IEP team who have specific knowledge of the facts identified in the Request. The members are determined by the parent and district.
- b. The meeting must include a representative of the district who has decision-making authority.

- c. The district may not have an attorney present unless the parent is accompanied by an attorney.
- d. The purpose of the meeting is to try to resolve the issues specified in the Request.
- e. Unless both parties have agreed to waive the Resolution Session or agreed to participate in Mediation, the failure of the parent to participate in the Resolution Session will delay the timelines for the Due Process Hearing until the Resolution Session is held. If, after reasonable efforts, the district is unable to get the parents to participate in the Resolution Session within 30 days, the district may request the ALJ to dismiss the Request.
- f. If the district fails to hold the Resolution Session within 15 days of receiving the Request from the parents, or fails to participate in the Resolution Session, the parent may ask the AJL to begin the Due Process Hearing timeline.
- g. The 45 day timeline for Due Process Hearing begins if:
 - Both parties agree in writing to waive the Resolution Session; or
 - After the beginning of the Resolution period starts but before the end of the 30-day period, both parties agree in writing that agreement is not possible; or
 - The district has not resolved the issues in the Request to the satisfaction of the parents within 30 days; or
 - Both parties agree in writing to continue the Resolution or Mediation period, but one of the parties later withdraws from the process.
- h. A written settlement agreement will be developed if agreement is reached in the Resolution Session. The agreement will be:
 - Signed by both the parent and the representative of the district with authority to commit the resources of the district, and
 - Enforceable in State or Federal court.
- i. The agreement may be voided by either party within 3 business days of its execution.

3. MEDIATION (as part of Due Process)

- a. Mediation as part of the Due Process will be completed within 30 days after receipt of the Request for Mediation and Due Process Hearing , unless both parties agree to a time extension.
- b. The Mediation process is voluntary and may not be used to deny or delay a parent's right to a hearing or other rights afforded by the IDEA. Requesting or participating in a mediation conference is not a prerequisite to requesting a Due Process Hearing.
- c. The Administrative Law Judge (ALJ) shall encourage the parties to a Hearing to consider Mediation as an alternative to a Hearing.
- d. Mediation will be conducted by a qualified, impartial and trained Mediator.
- e. Parents have the right to receive a copy of a Mediation request initiated by the district.
- f. The Mediation session shall be scheduled in a timely manner and held in a location convenient to the parties.
- g. Any agreement reached in Mediation shall be documented in a legally binding written Mediation Agreement.
- h. Discussions in Mediation shall be confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings. The parties to the Mediation may be required to sign a confidentiality pledge prior to commencement of the process.
- i. Written resolution of the Mediation will be mailed to the parent within ten days.

4. DUE PROCESS HEARING

- a. The Due Process Hearing will begin within 30 days of the filing of the Request for Mediation and Due Process Hearing , (“Request”), if efforts at Resolution and Mediation have not been successful.
- b. Parents have the right to a fair and impartial hearing at the state level. The Administrative Law Judge (“ALJ”) appointed by the Calif. Dept. of Education (“CDE”) will be trained and knowledgeable in the laws governing special education and administrative hearings and not an employee of the state or district.
- c. The CDE will keep a list of all ALJs and their qualifications.

- d. The party requesting a Due Process hearing may not raise issues that were not raised in the original Request.
- e. Upon receipt by the Office of Administrative Hearings or designees of the hearing request, all parties to the hearing shall immediately be notified of the request for the hearing and the scheduled hearing date. The notice shall advise all parties of all their rights relating to procedural safeguards and shall include a list of persons and organizations within the geographical area that can provide free or reduced cost representation or other assistance in preparing for the due process hearing.
- f. Parents have the right to:
 - Be accompanied and advised by an attorney or others with special knowledge or training of students with disabilities.
 - Present evidence, written and oral arguments and confront, cross-examine and compel the attendance of witnesses.
 - Prohibit the introduction of any evidence at the hearing that has not been disclosed to the other party at least five days before the hearing.
 - Obtain a written or (at the option of the parents) electronic verbatim record of the hearing.
 - Obtain written or electronic findings of fact and decisions.
 - Have the child who is the subject of the hearing present.
 - Open the hearing to the public.
 - Examine all school records of the child and receive copies as per Section VII of this document.
- g. Each party must disclose to all other parties prior to the hearing:
 - (Within five business days) All evaluations completed by that date and recommendations it intends to use.
 - (Within five business days) A copy of all documents and a list of all witnesses and their general area of testimony.
 - (Within 10 days) A statement as to what the party believes are the issues to be decided at the hearing and the proposed resolution of those issues. Upon the request of a parent who is not represented by an attorney, a mediator will be provided to assist the parent in identifying the issues and the proposed resolution of the issues.
 - (Within 10 days) Whether or not they intend to be represented by an attorney.
- h. Either party has the right to prohibit the introduction of any evidence that has not been disclosed to the other party within five business days of the hearing.
- i. The ALJ may:
 - Question a witness on record before other parties do so.
 - With the consent of both parties, request that conflicting experts discuss an issue with each other on record.
 - Visit the proposed placement site(s) when the physical attributes of the site(s) are at issue.
 - Call a witness to testify if all parties consent or the hearing is continued for at least five days after the witness is identified and before s/he testifies.
 - Order an impartial assessment to be conducted, and the hearing postponed until it is completed.
 - Bar introduction of any documents and testimony of any witnesses not disclosed according to legal guidelines.
 - Call independent medical specialists.
 - Set a reasonable limit on the length of the hearing after considering the issues to be heard, the complexity of the facts to be proven, the ability of the parties (and their representatives if any) to present their cases, and the parties' estimate of the time needed.
- j. The ALJ's determination of whether a child received a free, appropriate public education must be made on substantive grounds. In matters alleging a procedural violation on the part of the district, the ALJ would *not* consider the violation a denial of the child's rights unless it:
 - Impeded the child's right to a free, appropriate public education, or

- Significantly impeded the parent's opportunity to participate in the decision-making process, or
- Caused a deprivation of educational benefit to the student.

The above criteria do not preclude an ALJ from ordering the district to comply with procedural requirements or ordering a compensatory remedy.

- k. Parents may request Mediation at any point during the hearing process if both parties are willing to extend the forty-five day limit for a period equal to the length of the Mediation process.
- l. Each party to the hearing may request an extension of the timeline for the hearing. The extension shall be granted upon a showing of good cause.
- m. During the pendency of the hearing and any judicial proceedings, unless the state or district and the parents agree otherwise, the student shall remain in the then-current educational placement, or, if applying for initial admission to a public school, shall with the consent of the parents, be placed in the public school program until all such proceedings have been completed.
- n. An ALJ may not render a decision that results in the placement or reimbursement for the placement, of a special education student in a nonpublic school or agency unless the school or agency has been appropriately certified.
- o. In decisions related to the placement, the ALJ will consider cost, in addition to all other factors.
- p. The Calif. Dept. of Education will ensure that a final written, reasoned, decision is reached in the hearing and a copy of the decision is mailed to each of the parties not later than 45 days after the expiration of the 30 day Resolution/Hearing period.
- q. The findings and decisions shall be made available to the public after any personally identifiable information has been removed.
- r. The hearing decision shall be final and binding on all parties except that any party involved in such hearing may appeal the decision to a federal court as a civil action. An appeal shall be made within 90 days of receipt of the hearing decision.

5. ATTORNEY'S FEES

- a. A court may award reasonable attorney's fees to the parent, guardian or student if:
 - The parent is the prevailing party in a due process hearing or subsequent judicial proceeding.
 - The parent is the prevailing party and was substantially justified in rejecting the settlement offer.
- b. Reimbursement of reasonable attorney's fees may be awarded to the district if:
 - The attorney of the parents files a complaint that is frivolous, unreasonable, or without foundation
 - The attorney of the parent continued to litigate after the litigation clearly became frivolous, unreasonable or without foundation.
 - The parent's request for Due Process Hearing was presented for an improper purpose, such as to harass, to cause unnecessary delay, or to needlessly increase the cost of the litigation.
- c. Attorneys' fees may not be awarded and related costs may not be reimbursed for legal services performed subsequent to the time of a written offer of settlement to the parent if an offer was made within 10 days before the Hearing began, the offer was not accepted within 10 days, and the ALJ finds that the relief finally obtained by the parent is not more favorable than the offer of settlement.
- d. Attorneys' fees may not be awarded relating to any meeting of the IEP Team unless such meeting is convened as a result of an administrative proceeding or judicial action.
- e. Fees awarded will be based on rates prevailing in the community in which the action arose.
- f. The court shall reduce, accordingly, the amount of the attorneys' fees awarded whenever the court finds:
 - The parent or their attorney unreasonably protracted the final resolution of the controversy, or

- The amount of the attorneys' fees otherwise authorized to be awarded unreasonably exceeds the hourly rate prevailing in the community for similar services by attorneys of reasonably comparable skill, reputation, and experience, or
- The time spent and legal services furnished were excessive considering the nature of the action or proceeding, or
- The attorney representing the parent did not provide the district the appropriate information required as part of the due process request.

XIII. STATE COMPLAINTS ALLEGING VIOLATION OF THE LAW

- A. A complaint is different than due process. Due process is a system for resolving differences, while a complaint alleges a violation of the law. Examples of complaints would be an alleged failure to adhere to procedural requirements or to implement components of the IEP.
- B. An individual may file a written complaint regarding the district's alleged violation of federal or state law with the superintendent of the district or the State Superintendent of Public Instruction with a copy to the district. Address complaint to the State Superintendent to: California Department of Education, Special Education Division, Procedural Safeguards Referral Service, Attn: PSRS Intake, 515 L Street, Suite 270, Sacramento, CA 95814, (800) 926-0648, Fax (916) 327-3704, <http://www.cde.ca.gov/spbranch/sed>.
- C. A copy of the written resolution shall be received from the State Superintendent of Public Instruction within 60 days.

The Request for Complaint Investigation form is located on our website on the Home Page under "Need to Resolve a Conflict?"

XIV. PAYMENT FOR EDUCATION OF CHILDREN ENROLLED IN PRIVATE OR NONPUBLIC SCHOOLS WITHOUT CONSENT OF OR REFERRAL BY THE DISTRICT

- A. A district is not required to pay for the cost of education, including special education and related services, of a child with a disability at a private school or facility if that agency made a free, appropriate public education available to the child and the parents elected to place the child in the private school or facility.
- B. If the parents of a child with a disability who previously received special education and related services through the district enroll the child in a private school without the consent of or referral by the district, a court or ALJ may require the parent to be reimbursed for the costs of the placement if it is found that a free, appropriate public education had not been made available to the child in a timely manner prior to that enrollment.
- C. If a parent unilaterally places their child in a nonpublic school and proposes the placement in the nonpublic school to be publicly financed, the school district must be given the opportunity to observe the proposed placement and the child in the proposed placement. The school district may not observe or assess any other child at the nonpublic school without permission from the other child's parent or guardian.
- D. The cost of reimbursement may be reduced or denied if:
 - (1) At the most recent IEP meeting the parents attended prior to removing the child from public school, the parents did not inform the IEP Team that they were rejecting the placement proposed by the district and did not state their intent to enroll their child in a private school at public expense, or
 - (2) 10 business days (including holidays that occur on a business day) prior to removing a child from public school, the parents did not give written notice to the district of the information described in (1), or
 - (3) Prior to the parents' removal of the child from public school, the district informed the parents of its intent to evaluate the child (with notice including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parents did not make the child available for the evaluation, or
 - (4) There is a judicial finding that the actions taken by the parents were unreasonable.
- E. The cost of reimbursement may not be reduced or denied if the parent failed to provide the notice as required in (1) and (2) above as a result of being illiterate and unable to write in English, or because

providing such required notice would likely result in physical or serious emotional harm to the child, or the school prevented the parent from providing such notice, or the parents had not received procedural safeguards or otherwise been informed of the notice of the requirement to provide the information in (1) and (2) above.

- F. The district in which the child and his family live is responsible for assessment for special education eligibility, regardless of the location of the private school.
- G. If the district of residence offers a free, appropriate public education and the parents reject it and continue to enroll their child in a private school, the district has fulfilled its responsibilities.
- H. Upon parent request, the district where the private school is located will develop an Individual Service Plan according to district guidelines. There are no due process protections to parents in development of the Individual Service Plan.

See the SELPA website under Special Education Services/Ventura County SELPA Private School Guidelines.

XV. STUDENTS PLACED IN LICENSED CHILDREN'S INSTITUTIONS (LCI) OR FOSTER HOMES (FFH)

- A. Students placed in a Licensed Children's Institution (LCI) or Foster Family Home (FFH) shall attend programs operated by the public schools unless one of the following applies:
 - 1. The student has an IEP requiring placement in a nonpublic school/agency.
 - 2. The parent or guardian, or other person holding the right to make educational decisions for the student determines that it is in the best interest of the student to be placed in another education program, or to continue in his/her school of origin.
- B. The school district will invite to the IEP team meetings a representative of the group home in those cases in which a student has been placed in a group home by juvenile court.

XVI. STATE SPECIAL SCHOOLS

The State Special Schools provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind at each of its three facilities: The California Schools for the Deaf are in Fremont and Riverside and the California School for the Blind is in Fremont. Residential and day school programs are offered to students from infancy to age 21 at both State Schools for the Deaf and ages five through 21 at the California School for the Blind. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools, please visit the California Department of Education Web site at www.cde.ca.gov/sp/ss/ or ask for more information from the members of the IEP team.

XVII. STUDENT DISCIPLINE

A. SUSPENSION

1. A special education student may be suspended for any of the acts listed in Calif. Education Code Section 48900 which occur on the school grounds, on the way to and from school, during lunch period whether on or off campus, and during or coming from any school-sponsored activity. Students may only be suspended for a first-time offense from EC Section 48900 (a)-(e), or if the student's presence causes a danger to others. Students may not be suspended for first-time offenses from EC Section 48900 (f)-(r). School administrators must try other means before suspending.
2. Suspension may be up to ten cumulative school days in a school year, with no special education services provided during the suspension.
 - No single suspension may exceed five school days.
 - A portion of a day of suspension counts as one school day.
 - Bus suspensions count as a day of suspension if transportation is specified on the IEP and alternative transportation is not provided.
 - An in-school suspension in which the student is able to progress in the general education curriculum, receive the services specified on the IEP and participate with peers without disabilities does not count as a day of suspension.

3. School personnel determine if there has been a “pattern” to the suspensions. Elements which are considered in determining whether or not there is a pattern include:
 - Length of each suspension
 - Total amount of time suspended
 - The proximity of the suspensions to each other
 - Whether or not the behavior is substantially similar across incidents.
4. If the team determines there is not a “pattern,” the student can continue to be suspended up to 20 days in a school year. School personnel, in consultation with the student’s teacher(s) determine the extent that special education services are needed to enable the student to participate in the general education curriculum (although in another setting) and progress toward meeting their IEP goals.
5. If the team determines there has been a “pattern” to the suspensions, an IEP meeting is held within 10 school days and a Manifestation Determination Review must be conducted:
 - The IEP team determines which special education services are needed for any potential subsequent suspensions.
 - The team reviews all relevant information in the student’s file, including the IEP, any teacher observations, and any relevant information provided by the parent.
 - The team considers the behavior across settings and time.
6. The team decides whether or not the behavior is a manifestation of the disability. It considers if:
 - Services were provided as per IEP
 - The behavior had a direct and substantial relationship to the disability.
7. If services were **not** provided as per the IEP, steps must be taken to resolve this before suspending the student further, and the behavior is considered to be a **manifestation of the disability**.
8. If it was determined that the **behavior had a direct and substantial relationship to the disability**, it is considered to be a **manifestation of the disability** and the student must not be suspended further. The IEP team may decide to change aspects of the program including the school placement.
9. If services were provided as per the IEP and the behavior did **not** have a direct and substantial relationship to the disability, the behavior is **not** considered to be a manifestation of the disability and the student may continue to be suspended as any other student.
10. If the behavior is determined to be a manifestation of the disability, a Functional Behavior Analysis (FBA) of the student’s behavior which led to the suspensions must be conducted, and a Positive Behavior Support Plan (PBSP) or Behavior Intervention Plan (BIP) developed. If a behavior support plan already exists, the team should review it and revise as necessary. If the behavior is determined not to be a manifestation of the disability, a FBA/PBSP-BIP should be considered (or revised). *See SELPA website, “IEP Forms/Serious Behavior/Discipline Forms” for the FBA, PBSP and BIP forms and instructions.*
11. If the parent disagrees with the decision of the IEP team regarding the Manifestation Determination Review, the parent may initiate a Due Process Hearing. *See Section X*

See SELPA website under “Behavior Interventions/Suspension and Expulsion” for a handbook on of Suspension and Expulsion of Special Education Students.”

B. EXPULSION

1. There are five violations of California Education Code that result in mandatory recommendation for expulsion. They are:
 - Possessing, selling or furnishing a firearm
 - Brandishing a knife to another person
 - Unlawfully selling a controlled substance
 - Committing or attempt to commit sexual assault or sexual battery
 - Possession of an explosive.
2. If a special education student is being considered for an expulsion, a Manifestation Determination Review must be conducted (see XII-A above) as part of an IEP meeting.
3. Parents must be immediately notified that the purpose of the IEP meeting is to consider expulsion and must receive a copy of these procedural safeguards. The meeting shall be held at a time

- mutually convenient to the parents and school officials, within the period, if any, of the student's preexpulsion suspension. Each parent shall be given 48 hours notice of the meeting. If required notice has been provided, the meeting may be held without parent participation, unless the parent requests postponement. A telephone conference call may substitute for a meeting.
4. A postponement may be for up to three additional school days. If a postponement has been granted, the district may extend any suspension of a pupil for up to three additional school days. If a postponement has been granted, the district may extend any suspension of a pupil for the period of postponement if the pupil continues to pose an immediate threat to the safety of himself, herself, or others and the district notifies the parent that the suspension will be continued during postponement. However, the suspension shall not be extended beyond 10 consecutive school days unless agreed to by the parent, or by a court order, with educational services recommencing as of the 11th day of any suspension. If a parent who has received proper notice of the meeting refuses a postponement, the meeting may be conducted without the parent's participation, if the required notice of the meeting was provided.
 5. If there is no Behavior Plan in place, the IEP team will conduct a Functional Behavioral Assessment and develop a Positive Behavior Support Plan or Behavior intervention Plan.
 6. If the IEP team determines through the Manifestation Determination that the behavior was NOT a manifestation of the disability, the team may recommend expulsion. If the team determines that the behavior WAS a manifestation of the disability, the team shall not recommend expulsion.
 7. Special education students may be placed in an Interim Alternative Education Setting (IAES) if any of the following have occurred at school, on school premises, or at a school function under the jurisdiction of the district:
 - Carried or possessed a weapon
 - Knowingly possessed or used illegal drugs, or solicited the sale of a controlled substance
 - Inflicted serious bodily injury upon another person
 8. If none of the above violations occurred, the district may file a request for Due Process Hearing to ask the Administrative Law Judge (ALJ) to order the placement of the student in an IAES if the district demonstrates that keeping the student in the current school placement is substantially likely to result in injury to the student or others.
 9. Placement in an IAES shall not exceed 45 school days, unless parents and district agree to an extension. If the school year ends before the 45 days are up, placement in the IAES may resume in the subsequent school year for the remainder of the 45 school days.
 10. An IAES may include home instruction, alternative or nonpublic schools.
 11. The IAES must be planned for and determined by the IEP team. The IAES must enable the student to participate in the general curriculum, although in another setting, and continue to receive those services and supports described in the IEP to meet the IEP goals. It also will include services and supports to address the behavior so it does not recur. It may not exactly replicate the programs and services that the student was receiving at the school originally attended.
 12. If the parent disagrees with the decision regarding the IAES, the district may move forward with placement in the IAES. The IAES becomes the "stay put" placement until the ALJ makes a decision or until the 45 days expires, whichever comes first.
 13. If the ALJ determines that the removal to the IAES was in violation of the law, or that the behavior was a manifestation of the disability, the ALJ may order the student be returned to his or her placement from which he or she was removed.
 14. If a child is placed in an IAES and school personnel propose to change the child's placement after expiration of the IAES, during the pendency of any proceeding to challenge the proposed change in placement, the child shall remain in the placement he or she was in prior to the IAES.
 15. If a student is a foster youth, the Social Worker and attorney representing the student must be invited to all meetings, including the meeting to extend the suspension, the manifestation Determination Review and the Expulsion Hearing. The district must provide 10 calendar days written notice of the Expulsion Hearing to the foster student's attorney and social worker for one of the discretionary reasons for expulsion, and may provide notice for mandatory reasons.
 16. If either parents or district file for Due Process Hearing on the issue of the Manifestation Determination or educational placement of a student who has committed a behavior which is subject to expulsion or considered to be likely to result in injury to student or others, an Expedited Due Process Hearing must be conducted within 20 school days of the date in which the complaint

requesting the hearing was filed. The ALJ must make a determination within 10 school days after the hearing.

17. Unless the parents and district agree in writing to waive it, a Resolution meeting must be held within seven days of receiving the Request for Mediation and Due Process Hearing . The Due Process Hearing will proceed unless the matter has been resolved to the satisfaction of both parties within 15 days of receipt of the complaint.
18. If the district initiates expulsion procedures, it shall ensure that the special education and disciplinary records of the child with a disability are transmitted for consideration by the person or persons making the final determination regarding the expulsion.
19. If the school board decides to expel a student with an IEP who has committed an expellable act which has been determined to be NOT a manifestation of the student's disability, an IEP meeting will be held. The IEP team will determine how special education and services specified in the IEP will continue to be provided in order to enable the student to advance in core curriculum and achieve the IEP goals.
20. If a student with a disability is excluded from school bus transportation, and transportation is a necessary special education service on the IEP, the student is entitled to be provided with an alternative form of transportation at no cost to the pupil or parent.

See SELPA website under "Behavior/Suspension and Expulsion" for a handbook on Suspension and Expulsion of Special Education Students.

C. DISCIPLINE OF STUDENTS NOT YET ELIGIBLE FOR SPECIAL EDUCATION

1. A student who has not been determined to be eligible for special education and related services and is subject to a long term removal from school may assert all due process protections included in the law if the district had knowledge that the student was a child with a disability before the behavior occurred.
2. A district shall be deemed to have knowledge that a student is a child with a disability if:
 - The parent of the child expressed concern in writing to supervisory or administrative personnel, or the teacher, that the student is in need of special education and related services, or
 - The parent requested an evaluation, or
 - The teacher or other district personnel expressed specific concerns about a pattern of behavior in the student directly to the director of special education or other supervisor of the district.
3. A district would not be deemed to have knowledge that a student was a child with a disability if:
 - The parent did not allow an evaluation of the student, or
 - The parent refused services, or
 - The student has been evaluated and determined to not be a child with a disability.
4. If the district does not have knowledge that a student is a child with a disability prior to taking disciplinary measures against the student, he or she may be subject to the same disciplinary measures as apply to students without disabilities.
5. If a parent requests an evaluation of a child during the time period in which disciplinary measures are being taken, the evaluation shall be conducted in an expedited manner.
6. If the student is determined to be a child with a disability, taking into consideration information from the district's evaluation and information provided by the parents, the district will provide special education and related services.
7. Pending the results of the evaluation, the student shall remain in the educational placement determined by school authorities.
8. The district has a right to report a crime committed by a child with a disability to appropriate authorities, and state law enforcement and judicial authorities have the right to exercise their responsibilities in applying Federal and State law to crimes committed by a child with a disability.

D. DISCIPLINE OF FORMER SPECIAL EDUCATION STUDENTS - PARENT PERMISSION REVOKED

Students who were eligible for special education and related services and for whom parent permission has been revoked outside of the IEP process shall be subject to the same disciplinary guidelines as all other students without disabilities in the district.

Community Advisory Committee (CAC)

The Community Advisory Committee (CAC) of the Ventura County Special Education Local Plan Area (*SELPA*) is composed of parents of individuals with disabilities enrolled in public or private schools, parents of other pupils enrolled in school, students and adults with disabilities, general education teachers, special education teachers other school personnel and representatives of other public and private agencies and persons concerned with the needs of individuals with disabilities. The majority of the CAC is composed of parents of students enrolled in schools in Ventura County SELPA; and a majority of such parents are parents of students with disabilities.

The CAC accepts as one of its main purposes the maintenance of open and free-flowing communication from the special education administration to the entire community, as well as directing information from the community to the administration. A rotation of members of the Operations Cabinet (Directors of Special Education) serve as liaison for the Operations Cabinet to the CAC, and the SELPA Assistant Superintendent represents the Superintendents' Policy Council. Recommendations of annual priorities are received and forwarded by these people. Ongoing input to the Superintendents' Policy Council agenda supports consideration of all CAC comments.

A major focus of the CAC is community education directed toward awareness and information about special education. As a group, and individually in their communities, CAC committee members encourage involvement in and knowledge of special education as well as the general education of students with disabilities and their parents.

Selection of school district representative members of the CAC is the responsibility of each District Administrator of Special Education, acting for the local Board, and with its approval. Annually staggered two-year terms are established so that no more than half of the members serve the first year of a term in any one-year.

CAC meetings are generally held once a month, September-June, and all meetings are open to the public. Free childcare is provided. For a meeting schedule, please call the SELPA office, or see the website "*Information for Families.*"

The CAC makes many brochures and booklets available free to families of students enrolled in special education programs in the Ventura County SELPA. All are available on our website at www.venturacountyselpa.com under "Information for Families/Resources and Booklets for Parents" or may be ordered for free (*one per family at no cost*) at (805) 437-1560.

- 90 Ways to Help Students with ADHD - *Brochure*
- A Parent Guide to Special Education (English/Spanish) - *Booklet*
- A Parent Guide to Transition Planning (English/Spanish) – *Brochure*
- A+ Access, Accommodations, Acceptance "A Winning Grade" - *Brochure*
- Adult Resources Directory – (English/Spanish) – *Booklet*
- Autism: A Confusing Diagnosis – (English/Spanish) – *Brochure*
- Are You Concerned About Your Child? (3-22 years old, English/Spanish) – *Brochure*
- Community Resource Directory (*Families of Special Education Students*) – (English/Spanish) - *Booklet*
- Family Fact Sheet - Sorting through services to help you help your child. . . Regional Center or Schools? – (English/Spanish) – *Brochure*
- Goals for IEPs
- Going to College...or Thinking About it? - *Booklet*
- Independent Educational Evaluations – (English/Spanish) – *Booklet*
- Private School Guidelines – (English/Spanish) – *Booklet*
- Procedural Safeguards Referral Service – *Brochure*
- My Child has Emotional & Behavioral Challenges...How Can I Find Help? – (English/Spanish) – *Brochures*
- My child with special needs is going to middle school. How can we get ready?
- Sensory Issues and Needs in Young Children Birth-Three (English/Spanish) – *Brochures*
- Transitioning to High School – A Guide for Parents of Special Education Students - *Brochure*

- What is Apraxia of Speech – A Guide for Parents of 3-5 year olds – *Brochure*
- What is a SELPA? – (English/Spanish) – *Brochure*

For full text of California Education Code related to special education go to <http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=edc&codebody=&hits=20>.

For full text of Federal Law related to special education got to <http://cfr.law.cornell.edu/cfr/cfr.php?title=34&type=chapter&value=3>

TERMS and ACRONYMS THAT YOU MIGHT FIND IN YOUR CHILD'S IEP:

CAHSEE	CA High School Exit Exam - A required exam of all students in California in order to meet graduation requirements.
CAPA	California Alternate Proficiency Assessment. An assessment of state curricular standards designed for students in a functional skills curriculum.
Career Interest tool	Tool used to gauge career interests that a student may have
CCS	California Children Services - Public agency which provides medical services to eligible children. Website: http://www.vchca.org/dos/Program.asp?ProgID=62
CCSS	Common Core State Standards – Nationally and state-adopted curricular standard for all students.
Certificate of Achievement/Completion	For students who do not achieve a regular HS diploma, this document reflects that they participated in the course of study and/or achieved their IEP and Transition goals.
CMA	California Modified Assessment – an alternate statewide achievement test for some special education students. (Not given after 2014)
COE	County Office of Education – Provides services to students with disabilities according to the Local Plan.
COEDS	Collaborative Educational Services - Intensive, short-term in-home social/emotional services and supports for families with students receiving ISES.
CST	CA Standards Test - Annual test of achievement in CA. State Curricular Standards given to all school children in the state, grades 2-11. (Not given after 2014)
DMH	Department of Mental Health – Public Agency providing counseling and medical services to people with emotional disturbance and mental illness. http://www.vchca.org/bh/index.htm (Knows as “VCBH” in Ventura County & “LACMH” in LA County)
DOR	District of Residence - District where child and family reside
DOS	District of Service - District providing primary special education services
DR or DOR	Department of Vocational Rehabilitation. Provides job training and supports to person with qualifying disabilities. Website: http://www.rehab.cahwnet.gov/
DRDP	Desired Results Developmental Profile - An assessment given to all 3,4 and 5 year old preschoolers twice a year to gauge developmental progress
EDD	Employment Development Department - CA agency which assists people to obtain jobs
EL	English Learner - A child who is learning English
ELA	English/Language Arts.
ELD	English Language Development – Strategies to assist English Learners to acquire academic-level English.
Emergency Health Care Plan	A plan that addresses steps to be taken in case of a medical emergency
EO	English only - A child who has English as his only language
FEP	Fluent English Proficient - A child with other languages used in the home but who is determined to be proficient enough in English for participation in school
HAT	Hearing Assistive Technology
HS	Head Start – Services to low income children 3-4 years old. In Ventura County, provided by a non-profit organization, Child Development Resources. http://www.cdofvtaco.org/index.htm
ID	Intellectual Disabilities
IIS	Intensive Individualized Services – Additional adult support for a student for all or part of the school day.
ISBT	Intensive School-Based therapist – A licensed clinician providing social work or counseling services to special education students.
ISES	Intensive Social/Emotional Services – Counseling or social Work services provided by a School-Based Therapist
ISG	Individual & Small Group Instruction – Special education services provide to <u>preschoolers only</u> .
Level of Service	Level of special transportation service specified on the IEP. Level One – closest safe accessible curbside Level Two – within 2 blocks of home/service address Level Three – within .4 mile of home/service address Level Four – within 1 mile of home/service address Level Five – closest neighborhood school
LI	Low Incidence - Disabilities that occur statistically rarely in society including visual, hearing and orthopedic impairments. Children with these disabilities qualify for a small amount of extra funding to offset costs of their

	unique service and equipment needs.
NPA	Non Public Agency – Agencies certified by the CA Dept. of Education to provide specific special education services
NPS	Non Public School - Schools that are certified by the CA Dept. of Education to provide special education services.
PBIP	Positive Behavior Intervention Plan – A plan which addresses underlying causes of a behavior and specific strategies to address it.
Promotion and retention standards	Standards for progress in core curriculum set by each district for promotion between certain grade levels. Consult your district policies.
RC	Regional Center - Provides supports to people with developmental disabilities of all ages. http://www.tri-counties.org/ (Known as "TCRC" in Ventura County & "NLACRH" in LA County)
Related Services	Specialized Services to assist the student in accessing his/her special education program
RFEP	Reclassified Fluent English Proficient - A child who was formerly an English Learner, but has met reclassification guidelines according to district policy
SAI	Specialized Academic Instruction Adapting the content, methodology or instruction to assist a student with disabilities to access the core curriculum.
SBAC	Smarter Balanced Assessment Consortium – Statewide test administered annually to all California school children, assessing achievement in common core standards.
SDAIE	Specially Designed Academic Instruction in English – Strategies for assisting English learners in accessing core content presented in English.
SELPA	Special Education Local Plan Area – Regional consortium of school districts to facilitate the provision of special education services to all children in the districts within the SELPA
Skills/Aptitude Tools	Tools to assess the student's strengths and abilities toward specific jobs/careers
SLD	Specific Learning Disability. A disability characterized by poor performance in one or more academic areas due to a psychological processing disorder.
Specialized Physical Health Care Services Plan	A plan developed by a physician to address the unique health or medical needs of a student
TPP	Transition Partnership Project – A collaboration between certain school districts and the Dept. of Rehabilitation to provide career development and transition to adult life services.
Triennial/Reevaluation	A review of all areas of suspected disability of a student to determine continued eligibility as well as need for special education and related services and supports.
WRK – WorkAbility Services	School-based career preparation services.

Mary E. Samples, Assistant Superintendent

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web page: www.venturacountyselpa.com

Parent Rights and Procedural Safeguards for Special Education – Abbreviated Summary

NOTE: This notice is an abbreviated summary of your rights under state and federal law. A more extensive description of these rights is available on our website. These rights are guaranteed under the Individuals with Disabilities Act (IDEA) – PL. 108-446 and related California Education Code. Contact your school district or see our website for the complete Parent/Adult Student Rights.

INTRODUCTION: This document is for parents of students aged 3-18 years old who are being considered for or are receiving special education services. These rights apply to all and surrogate parents (appointed by the School District) acting on behalf of a special education student or a student being considered for special education. This is your Notice of Procedural Safeguards. (Contact the SELPA for your rights if your child is under 3 years of age) You will be given these rights once a year, also upon initial referral, at assessment, and if you file a Notice of Due Process Complaint.

There are many people in your child's school district ("district") and Special Education Local Plan Area (SELPA) who can answer questions about your child's education and questions you may have regarding your rights. When you have a concern, it is important that you contact your child's teachers or administrators to talk about any problems you see. This informal conversation often solves the problem and helps maintain open communication.

Parent Surrogates: A surrogate may be appointed by the district to represent a student with a disability when a parent cannot be identified or located, when the child is a ward of the court and/or the parent's educational rights have been removed by a court of law. A surrogate may exercise all rights of a biological parent in issues regarding educational records and decision-making.

Parent Participation: You have the right to refer your child for special education services, participate in the development of the Individualized Educational Program (IEP), and to be informed of all program options and alternatives, both public and nonpublic, per the Local Plan and Interdistrict Charts. You must be given the opportunity to participate in any meeting in which decisions are made regarding your child's special education program, including meetings about identification, assessment, educational placement and/or other matters relating to your child's education. You should be notified early enough so that you have the opportunity to attend.

You may designate another adult to represent you at IEP and other meetings, by giving written notice. You may designate a representative for one meeting only by indicating on the IEP Meeting Notice, or you may do it on a long term basis by completing the "Designation of Educational Representative" form. (On our website)

Written Notice: You have a right to receive written notice, in your native language, when the district proposes or refuses to initiate a change in the identification, assessment or educational placement of your child. This may be given via the IEP or separate form. The notice will include a description of the action proposed or refused by the district, an explanation of why the district proposes or refuses to take the action, a description of any other options that the district considered and the reasons why those options were rejected. It will also include a description of each evaluation procedure, test, record, or report the district used as a basis for the proposed or refused action, a description of any other factors that are relevant to the district's proposal or refusal, and a statement about your rights.

Consent: You must provide informed, written consent before your child is individually assessed or provided with any special education services. Consent must also be provided before any change in special education services can occur. You can revoke your consent at any time, but it does not negate an action that has already occurred. If your child is being reassessed, the district may conduct assessment without your consent if you have failed to respond to the district's attempts to obtain consent.

Rights of Refusal: You can refuse consent for an assessment or the placement of your child in special education. The district may not pursue Due Process on the issue of your child's initial placement into special education.

Revoking Consent: Any time after the initial provision of special education and related services, you the parent, or an adult student, may revoke consent for your child to receive special education services. You must put it **in writing**. If you choose to do this, your child will be exited from **all** special education services and supports. The district will not continue to provide services, but must give you written notice before stopping the services indicating the date services will end. An IEP meeting will not be held. The district may not use mediation or due process procedures to obtain agreement or a ruling that the services must be provided. If you revoke consent for special education services, the district is not required to amend your

child's education records to remove any reference(s) about special education and related services. Additionally, if you revoke consent for special education services, your child will be subject to the same disciplinary guidelines as any other general education student in the district.

Assessment: Your child must be assessed for special education using methods that are not biased or discriminatory, based on culture, ethnicity, gender or disability. Tests will be administered in your child's native language or mode of communication, unless clearly not feasible to do so. No single assessment procedure will be used as the sole criteria for determining eligibility and programming for your child. The assessors will be qualified. You must sign the Assessment Plan to initiate assessment. Hearing and Vision Screening will be conducted at the intervals specified in CA Education Code, and/or within one year of special education assessment, unless you deny permission.

Independent Educational Evaluations (IEE): You may request one IEE for your child at public expense, if you disagree with an assessment conducted by the district within no more than two years. However, if the district disagrees that an IEE is necessary, it has the right to request a Due Process Hearing to prove that its assessment is appropriate. If the district prevails at the Due Process Hearing, you still have the right to an IEE, but not at public expense. Any IEE (regardless of who pays) must be considered by the IEP Team. IEEs must meet requirements for location, qualifications, costs, and assessment instruments set forth by SELPA. If the district observes your child in his or her classroom during an assessment, or if the district would have been allowed to observe your child, an individual conducting an IEE must also be allowed to observe your child in the classroom. If the district proposes a new school setting for your child and an IEE is being conducted, the independent assessor must be allowed to first observe your child in the proposed new setting. See www.venturacountyselpa.com/ "Information for Families" for an information packet for parents about IEEs.

Individualized Education Program (IEP): An IEP meeting will be held within 60 calendar days (excluding school holidays in excess of 5 days) of the date the district received the signed Assessment Plan. You may attend in person or by teleconference. Any assessment results will be shared with you, and a copy given to you in writing. You have a right to be a participating member of the IEP team, and an interpreter will be provided if you need it. Other members of the team will include: an administrator or other qualified representative of the district; a general education teacher; a special education teacher or specialist; anyone who has conducted assessment; and the student, if transition to adult life will be discussed. A required member of the IEP team whose area will not be discussed may be excused from all or part of the meeting with your (and the district's) written permission. If you and the district agree, a member whose area will be discussed can also be excused from all or part of the meeting but must submit a written report prior to the meeting. Parents and district have a right to make an audiotape recording of the IEP by giving 24 hours notice of the intent to tape. If the district initiates the intent to record and the parent objects or refuses to attend, the meeting shall not be recorded by either party.

Transition: Beginning the year of the IEP before your child turns 16, the IEP will address transition to adult life. Your child must be invited to participate, and a plan developed to address his/her dreams and interests for outcomes in life after high school/postsecondary school. Goals and services will be developed to address the outcomes, as well as linkages to adult service providers, if needed. Prior to your son/daughter's 17th birthday, she/he must be informed that all special education rights will transfer to him or her upon turning eighteen.

Access to education records and other rights related to records: You have a right to inspect, review, and obtain copies of your child's education records. They must be provided within 5 business days of your request. The district may charge you actual costs for copies. You have the right to dispute documents in the record. School district officials can release confidential educational information to an agency caseworker or another representative of a state or local child welfare agency or tribal organization that has the legal responsibility for the care and protection of the student, without parent permission.

Use of Medicaid/Medi-Cal Public Benefits: You must give consent before the district may access your child's MediCal benefits to pay for certain special education and related services. You are not required to give permission again unless the type, cost, or amount of services changes. If the district accesses your child's MediCal benefits, there will be no cost to you or impact on your child's coverage in any way.

Suspension, alternative placement and expulsion of Special Education Students: For the first ten days (cumulative in a school year), a special education student may be suspended the same as students without disabilities. A suspension for any part of a school day counts as one day of suspension, but in-school suspension with access to special education services does not. For the first time occurrence of certain types of behaviors [(EC Section 48900 (f)-(r)], school administrators must use alternatives to suspension.

If the district proposes to suspend your child for more than 10 days, and the suspensions have caused a change of placement, an IEP meeting called "Manifestation Determination" will be held. If it is determined that the behavior was a result of the district's failure to implement the IEP or was caused by, or had a direct and substantial relationship to your child's disability, steps must be taken before the student is suspended further. For suspensions beyond ten days that caused a change of placement, the district must continue to provide special education services during the suspension.

In cases involving weapons, drugs, or serious bodily injury, the district may place your child in an Alternative Educational Setting (AES) for 45 school days while decisions are being made. While in an AES, he/she must continue to participate in the general education curriculum and receive the special education services specified in the IEP.

In cases in which your child is being considered for expulsion, the district will hold a Manifestation Determination IEP meeting. If it is determined that the misconduct was not caused by or a direct result of your child's disability, or the district's failure to implement the IEP, the principal may recommend expulsion to the school board.

Due Process: You have the right to assistance in resolving conflicts which may arise regarding special education issues. If you and the district are involved in dispute resolution over an issue, it does not necessarily mean that someone is at fault. It means that there is a disagreement over what is best for your child. You may choose to participate in "Mediation Only." This is a voluntary process, outside of any timelines, at which attorneys may not be present. The form for "Mediation Only" is located on our website. If you choose to begin Due Process, you need to file a Request for Mediation and Due Process Hearing, stating a description of the problem, including facts, and a proposed resolution to the problem. This may be done no later than two years after the issue under dispute arose. (As of October 9, 2006). The Request should be forwarded to the Office of Administrative Hearings (OAH) (address on page 3) with a copy to the district. The form is located on our website. The district has 10 days to send you a Written Notice described above, or send an Other Party Response attempting to resolve the issue. The OAH will inform you within 15 days if there is not enough detail in your notice. Once you file a Request for Mediation and Due Process Hearing, your child will "stay put" in the last agreed-upon program until the issue is resolved.

Resolution Session: Upon receipt of your notice, the district will schedule a Resolution Session within 15 days. The Resolution Session is an informal way to attempt to resolve the conflict and may be facilitated by a neutral party from outside the district. You have three days to rescind any agreements made in a Resolution Session. The Resolution Session period is 30 days and precedes initiation of Mediation/Due Process Hearing.

Mediation: As part of Due Process, you may want to request Mediation. Mediation involves the use of an impartial mediator who is appointed by the OAH. Participation in Mediation will not delay the timeline for a Due Process Hearing.

Both Resolution Sessions and Mediation are informal, non-adversarial methods designed to be conducted without an attorney, but if you bring an attorney the district may also.

Due Process Hearing: You have the right to a Due Process Hearing if there are still disagreements relating to special education services for your child. You also have the right to have an attorney, advocate, and/or the student present at the Due Process Hearing and to make the hearing public. Under certain conditions, the Administrative Law Judge may award the reimbursement of attorney's fees and/or fees paid to nonpublic institutions by you in the settlement of a case. Under certain other conditions, the judge may reduce or completely deny reimbursement to you for attorney fees and/or fees for nonpublic institutions. The Due Process Hearing will result in written findings from the judge within 45 days of completion of the 30 day Resolution Session period. You have the right to appeal a Due Process Hearing decision to a federal court as a civil action. Appeal must be made within 90 days of the decision.

Children Attending Private Schools: Children who are enrolled by their parents in private schools may be referred to the district in which they live for assessment for special education. If eligible, the IEP team will offer a free, appropriate public education to the child. However, if you choose to continue your child's attendance in the private school, your rights will be extremely limited. In some cases, very limited services will be offered via an Individual Service Plan, according to the guidelines of the district in which the private school is located. You would be entitled to reimbursement for private school costs only if a hearing officer or court determined that your district had not made a free, appropriate public education available.

Parent Placement in a Non-Public School: A non-public school is a private school which is certified by the state to provide special education services. The district will pay for non-public school costs only if the IEP team agrees that the placement is necessary to offer a free, appropriate public education. If you intend to place your child in a non-public school, you must give the district notice. The district may initiate Due Process on the appropriateness of the placement. The cost of reimbursement may be reduced or denied by a Hearing Officer if: 1.) You did not inform the IEP team at the most recent IEP meeting that you were rejecting the proposed placement and intended to enroll your child in a private school. 2.) Within 10 business day prior to removing your child from public school you did not inform the district in writing. 3.) The district informed you of its intent to evaluate but you did not make your child available. 4.) a judge finds your actions unreasonable.

State Special Schools: The State Special Schools provide services to students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind at each of its three facilities: The California Schools for the Deaf are in Fremont and Riverside and the California School for the Blind is in Fremont. Residential and day school programs are offered to students from infancy to age 21 at both State Schools for the Deaf and ages five through 21 at the California School for the Blind. The State Special Schools also offer assessment services and technical assistance. For more information about the State Special Schools,

please visit the California Department of Education Web site at www.cde.ca.gov/sp/ss/ or ask for more information from the members of your child’s IEP team.

Complaints: If you believe that the district has violated the law, you may file a complaint with the district, according to their “uniform complaint procedures.” If not satisfied, or if you choose not to file with the district, you may file a complaint with the California Department of Education (CDE). The CDE must investigate the complaint and issue a written report of findings within 60 days. The complaint form is located on our website (above).

To obtain more information about parental rights, or to file a complaint, contact:

California Department of Education
 Special Education Division
 Procedural Safeguards Referral Service
 Attn: PSRS Intake
 515 L Street, Suite 270
 Sacramento, CA 95814
 Telephone: (800) 926-0648 ~ Fax (916) 327-3704
<http://www.cde.ca.gov/spbranch/sed>

To file a Request for Mediation and Due Process Hearing:

State of California, Office of Administrative Hearings
 Special Education Division
 2349 Gateway Oaks Drive, Suite 200
 Sacramento, CA, 95833
 Telephone: (916)263-0880
 Fax (916)263-0890

COMMUNITY ADVISORY COMMITTEE (CAC)

The SELPA convenes a Community Advisory Committee with the purpose of maintaining a flow of communication between the Special Education Administration and the community. Meetings are generally held once a month, September through June, and are open to the public. Free childcare is provided, if reserved one week in advance.

The CAC makes many brochures and booklets available free to families of students enrolled in special education programs in the Ventura County SELPA. All are available on our website at www.venturacountyselpa.com or may be ordered for free at (805) 437-1560.

- 90 Ways to Help Students with ADHD - *Brochure*
- A Parent Guide to Special Education (English/Spanish) - *Booklet*
- A Parent Guide to Transition Planning (English/Spanish) – *Brochure*
- A+ Access, Accommodations, Acceptance “A Winning Grade” - *Brochure*
- Adult Resources Directory – (English/Spanish) – *Booklet*
- Autism: A Confusing Diagnosis – (English/Spanish) – *Brochure*
- Are You Concerned About Your Child? (3-22 years old, English/Spanish) – *Brochure*
- Community Resource Directory (*Families of Special Education Students*) – (English/Spanish) - *Booklet*
- Family Fact Sheet - Sorting through services to help you help your child. . . Regional Center or Schools? – (English/Spanish) – *Brochure*
- Goals for IEPs
- Going to College...or Thinking About it? - *Booklet*
- Independent Educational Evaluations – (English/Spanish) – *Booklet*
- Private School Guidelines – (English/Spanish) – *Booklet*
- Procedural Safeguards Referral Service – *Brochure*
- My Child has Emotional & Behavioral Challenges...How Can I Find Help? – (English/Spanish) – *Brochures*
- My child with special needs is going to middle school. How can we get ready?
- Sensory Issues and Needs in Young Children Birth-Three (English/Spanish) – *Brochures*
- Transitioning to High School – A Guide for Parents of Special Education Students - *Brochure*
- What is Apraxia of Speech – A Guide for Parents of 3-5 year olds – *Brochure*
- What is a SELPA? – (English/Spanish) – *Brochure*

For full text of California Education Code related to special education go to <http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=edc&codebody=&hits=20>.

For full text of Federal Law related to special education got to <http://cfr.law.cornell.edu/cfr/cfr.php?title=34&type=chapter&value=3>

TERMS and ACRONYMS THAT YOU MIGHT FIND IN YOUR CHILD’S IEP:

CAHSEE	CA High School Exit Exam - A required exam of all students in California in order to meet graduation requirements.
CAPA	California Alternate Proficiency Assessment. An assessment of state curricular standards designed for students in a functional skills curriculum.

Career Interest tool	Tool used to gauge career interests that a student may have	Appendix 3-K
CCS	California Children Services - Public agency which provides medical services to eligible children. Website: http://www.vchca.org/dos/Program.asp?ProgID=62	
CCSS	Common Core State Standards – Nationally and state-adopted curricular standard for all students.	
Certificate of Achievement/Completion	For students who do not achieve a regular HS diploma, this document reflects that they participated in the course of study and/or achieved their IEP and Transition goals.	
CMA	California Modified Assessment – an alternate statewide achievement test for some special education students.	
COE	County Office of Education – Provides services to students with disabilities according to the Local Plan.	
CST	CA Standards Test - Annual test of achievement in CA. State Curricular Standards given to all school children in the state, grades 2-11	
DMH	Department of Mental Health – Public Agency providing counseling and medical services to people with emotional disturbance and mental illness. http://www.vchca.org/bh/index.htm (Known as “VCBH” in Ventura County & “LACMH” in LA County)	
DOR	District of Residence - District where child and family reside	
DOS	District of Service - District providing primary special education services	
DR or DOR	Department of Vocational Rehabilitation. Provides job training and supports to person with qualifying disabilities. Website: http://www.rehab.cahwnet.gov/	
DRDP	Desired Results Developmental Profile - An assessment given to all 3,4 and 5 year old preschoolers twice a year to gauge developmental progress	
EDD	Employment Development Department - CA agency which assists people to obtain jobs	
EL	English Learner - A child who is learning English	
ELA	English/Language Arts.	
ELD	English Language Development – Strategies to assist English Learners to acquire academic-level English.	
Emergency Health Care Plan	A plan that addresses steps to be taken in case of a medical emergency	
EO	English only - A child who has English as his only language	
FEP	Fluent English Proficient - A child with other languages used in the home but who is determined to be proficient enough in English for participation in school	
HAT	Hearing Assistive Technology	
HS	Head Start – Services to low income children 3-4 years old. In Ventura County, provided by a non-profit organization, Child Development Resources. http://www.cdofvtaco.org/index.htm	
ID	Intellectual Disabilities	
IIS	Intensive Individualized Services – Additional adult support for a student for all or part of the school day.	
ISBT	Intensive School-Based therapist – A licensed clinician providing social work or counseling services to special education students.	
ISES	Intensive Social/Emotional Services – Counseling or social Work services provided by a School-Based Therapist	
ISG	Individual & Small Group Instruction – Special education services provide to <u>preschoolers only</u> .	
LOS	Level of special transportation service specified on the IEP. Level One – closest safe accessible curbside Level Two – within 2 blocks of home/service address Level Three – within .4 mile of home/service address Level Four – within 1 mile of home/service address Level Five – closest neighborhood school	
LI	Low Incidence - Disabilities that occur statistically rarely in society including visual, hearing and orthopedic impairments. Children with these disabilities qualify for a small amount of extra funding to offset costs of their unique service and equipment needs.	
NPA	Non Public Agency – Agencies certified by the CA Dept. of Education to provide specific special education services	
NPS	Non Public School - Schools that are certified by the CA Dept. of Education to provide special education services.	
PBIP	Positive Behavior Intervention Plan – A plan which addresses underlying causes of a behavior and specific strategies to address it.	
Promotion and retention standards	Standards for progress in core curriculum set by each district for promotion between certain grade levels. Consult your district policies.	
RC	Regional Center - Provides supports to people with developmental disabilities of all ages. http://www.tri-counties.org/ (Known as “TCRC” in Ventura County & “NLACRH” in LA County)	
Related Services	Specialized Services to assist the student in accessing his/her special education program	
RFEP	Reclassified Fluent English Proficient - A child who was formerly an English Learner, but has met reclassification guidelines according to district policy	
SAI	Specialized Academic Instruction Adapting the content, methodology or instruction to assist a student with disabilities to access the core curriculum.	
SDAIE	Specially Designed Academic Instruction in English – Strategies for assisting English learners in accessing core	

	content presented in English.
SELPA	Special Education Local Plan Area – Regional consortium of school districts to facilitate the provision of special education services to all children in the districts within the SELPA
Skills/Aptitude Tools	Tools to assess the student's strengths and abilities toward specific jobs/careers
SLD	Specific Learning Disability. A disability characterized by poor performance in one or more academic areas due to a psychological processing disorder.
Specialized Physical Health Care Services Plan	A plan developed by a physician to address the unique health or medical needs of a student
TPP	Transition Partnership Project – A collaboration between certain school districts and the Dept. of Rehabilitation to provide career development and transition to adult life services.
Triennial/Reevaluation	A review of all areas of suspected disability of a student to determine continued eligibility as well as need for special education and related services and supports.
WRK – WorkAbility Services	School-based career preparation services.

Ventura County SELPA

ADULT STUDENT RIGHTS FOR SPECIAL EDUCATION

This is an abbreviated summary of rights under state and federal law provided to students who are eligible to receive special education services. A more extensive description of these rights is available from your school district Special Education Office or the Ventura County SELPA Office, (805) 437-1560.

THESE RIGHTS WILL BECOME YOURS WHEN YOU TURN 18!

1. You have a right to a *free appropriate public education* (FAPE) until the end of the semester you turn 22, or until you graduate, whichever comes first.
2. You must be given the chance to participate in any meeting where decisions about your special education services are to be discussed, including your IEP (Individualized Education Program). The following people must be in attendance at your meeting, unless you and the district agree to excuse them: a representative of the school district, a general education teacher and a special educator.
3. You have the right to receive a written notice, in your native language, when the school district wants to discuss a change to your special education services.
4. If you wish to stop receiving special education and related services, you need to let the district know in writing, and they will discontinue the services. An IEP meeting is not needed. This may end your school program.
5. You have a right to see, review and obtain copies of your educational records, and to have the records explained to you. A certain number of years after you leave public school, your educational records will be destroyed.
6. You have a right to a due process hearing in order to resolve disagreements relating to your education.
7. A student with a disability has specific rights when being considered for suspension beyond ten days, or for expulsion.

Student signature

Date

Age at date of signing: _____

DERECHOS Y PROCEDIMIENTOS DE PROTECCION PARA PADRES Y ESTUDIANTES ADULTOS EN EDUCACION ESPECIAL

Estos son sus derechos bajo la ley estatal y federal, como esta garantizado bajo el Acta de Educación para Individuos con Discapacidades (IDEA) – PL. 108-446 y el Código de Educación de California relacionado. Este documento es para padres de estudiantes de edad 3 a 18 años del cual han sido considerados para o están recibiendo servicios de educación especial. Estos derechos aplican para todos los padres de crianza y padres sustitutos (seleccionados por el Distrito Escolar) actuando en nombre de un estudiante que esta en educación especial o un estudiante que ha sido considerado para educación especial. Estos derechos también son para estudiantes matriculados en educación especial que están entre la edad de 18-22 años y que no han obtenido un diploma de la escuela secundaria. Se le darán estos derechos una vez al año, también cuando se inicie una referencia, un asesoramiento, y si archiva una Petición de Queja del Proceso Legal.

I. DERECHOS GENERALES

- A. Todos los niños(as) con discapacidades tienen el derecho a una educación pública gratuita y adecuada.
- B. Para ser elegible para este programa, un niño(a) debe ser asesorado(a) y tener una de las siguientes discapacidades, **y necesitar servicios de educación especial y/o servicios relacionados.**
 - Autismo
 - Sordo-ciego
 - Disturbio Emocional
 - Impedimento de audición (incluyendo sordera)
 - Discapacidades Intelectuales
 - Discapacidades múltiples
 - Impedimento Ortopédico
 - Impedimento de Otros Problemas de Salud
 - Impedimento de habla y lenguaje
 - Discapacidad de un Aprendizaje Especifico
 - Daño Traumático Cerebral
 - Impedimento Visual
 - Discapacidad Médica Establecida (de 3 a 5 años)
- C. Usted tiene el derecho de recibir esta noticia en su idioma principal, salvo que no sea posible hacerlo, y que esté escrito en una manera fácil de entender. Si el idioma principal o la forma de comunicación de los padres no es un lenguaje escrito, entonces la noticia debe ser traducida oralmente o por otro medio. La agencia de educación local (distrito escolar) debe tomar pasos para asegurar que los padres comprendan el contenido de la noticia y debe asegurar que hay evidencia escrita demostrando que estos requisitos han sido cumplidos.

II. DERECHOS RELACIONADOS PARA NOTIFICACION A LOS PADRES

- A. Se requiere notificación antemano por escrito a los padres cuando la agencia educativa local propone iniciar o cambiar o rehusar a iniciar o a cambiar la identificación, la evaluación o la ubicación educativa del niño(a) o a proveer una educación pública gratuita y adecuada.
- B. La notificación debe incluir una descripción de la acción propuesta o rehusada por el distrito; una explicación del motivo por el cual la agencia propone o rehusa tomar esa acción; una descripción de las otras acciones que la agencia considero y las razones por las cuales esas opciones fueron rehusadas. También incluirá una descripción de cada uno de los procedimientos de evaluación, exámenes, archivos o reportes que la agencia usó como base para la acción propuesta o rehusada; una descripción de cualquier otros factores pertinentes a la propuesta o el rechazo del distrito; y una declaración de que los padres de un niño(a) con discapacidades tienen protección bajo los procedimientos de amparo con el Acta de Educación para Individuos con Discapacidades (IDEA).
- C. La notificación puede ser proporcionada a través del IEP o por un método separado.

III. DERECHOS RELACIONADOS AL ASESORAMIENTO Y REEVALUACION

- A. Los padres tienen el derecho de iniciar una referencia de su niño(a) para los servicios de educación especial.
- B. Si el distrito decide asesorar, se le dará a los padres, por escrito, una Plan de Asesoramiento propuesto dentro de 15 días calendarios de la referencia para un asesoramiento, no contando los días entre las sesiones o términos escolares o días de vacaciones escolares en exceso de 5 días escolares, de la fecha del recibo de la referencia. Un Plan de Asesoramiento se formará dentro de 10 días del comienzo del nuevo año escolar cuando una referencia se hizo 10 días o menos antes de que se terminara el año escolar regular. Para las vacaciones escolares de estudiantes, el calendario de 15 días continua cuando el año escolar convoca de nuevo.
- C. El Plan de Asesoramiento debe ser proveído en el idioma principal de los padres, a menos que claramente no sea posible hacerlo, y debe explicar las áreas de evaluaciones que se conducirán, los asesores, y las razones por cual una evaluación es necesaria o deseable.
- D. Los padres deben dar su consentimiento por escrito para un asesoramiento inicial para determinar si su niño(a) califica como un niño(a) con discapacidad.
- E. Los padres deben tener por lo menos 15 días calendarios del recibo del propuesto Plan de Asesoramiento para dar su consentimiento por escrito. La evaluación puede empezar inmediatamente cuando el distrito reciba el Plan de Asesoramiento firmado.
- F. Si el padre rehúsa su consentimiento para un asesoramiento, el distrito puede continuar a llevar acabo un asesoramiento utilizando mediación y los procedimientos del proceso legal explicado más adelante en este documento.
- G. Si el distrito rechaza la solicitud de un padre para una evaluación, se le debe dar noticia al padre por escrito dentro de 15 días del recibo de la solicitud escrita por el padre. La noticia debe incluir una explicación por que el distrito no cree que se necesite la evaluación, incluyendo todos los elementos del documento Noticia Especificada en Sección II de este documento.
- H. Pruebas y materiales de evaluación y los procedimientos para asesoramiento y ubicación de niños con discapacidades se seleccionarán y se administrarán sin discriminación a su raza, cultura, o sexualidad. Tales materiales o procedimientos serán proveídos y administrados en el idioma principal del niño(a) o en su modo de comunicación, solamente que claramente no sea posible, y ningún procedimiento individual será el único criterio para determinar un programa educativo apropiado para el niño(a).
- I. Los padres tienen el derecho de iniciar el Proceso Legal si no están de acuerdo con el distrito en cuestión del asesoramiento.
- J. Los padres tienen el derecho de recibir una copia de todos los reportes de asesoramiento cuando estén disponibles.
- K. Como parte de la evaluación inicial (si es apropiado) y como parte de cualquier re-evaluación, el Equipo del IEP y otros profesionistas calificados, según sea apropiado, debe revisar los datos de la evaluación que esta al corriente sobre el niño, incluyendo evaluaciones y información proporcionado por los padres del niño; evaluaciones y observaciones actuales basadas en la clase; y observaciones hechas por el maestro y por otros proveedores de servicios. Basándose en esa revisión y en información proporcionada por los padres del niño, deben identificar cuáles otros datos adicionales se necesitan, si algunos, para determinar: si el niño tiene una discapacidad; cuáles son sus niveles actuales de funcionamiento y cuáles son las necesidades educativas del niño; si el niño necesite educación especial y servicios relacionados; y que si se necesita añadir o modificar la educación especial y los servicios relacionados para permitir que el niño pueda lograr las metas anuales establecidas en el IEP de el/ella y pueda participar, como sea apropiado, en el currículo general.
- L. Una reevaluación de cada niño con una discapacidad se llevará a cabo al menos una vez cada tres años o si las condiciones lo justifican o si los padres del niño o el maestro solicitan una reevaluación.
- M. El propósito de la re-evaluación es para determinar la elegibilidad continua y las necesidades educativas.
- N. Sí los miembros del Equipo del IEP incluyendo los padres y otros profesionistas calificados, como sea apropiado, determinan que no se necesita más información adicional para determinar si el niño(a) continúa ser un niño(a) con discapacidad, el distrito notificará a los padres del niño(a) acerca de la determinación y la razón de la determinación, y el derecho del padre para solicitar un asesoramiento para determinar si el niño(a) continúa siendo un niño(a) con discapacidad. Si el distrito siente que es necesario de conducir un

asesoramiento para una re-evaluación y no puede recibir consentimiento del padre después de tantos intentos razonables para hacer la re-evaluación, el distrito puede proceder con el asesoramiento.

- O. Exámenes de Visión y audición serán conducidos a los intervalos especificados en el Código de Educación de California y/o dentro de un año de reevaluación, a menos que el padre niega el permiso.

IV. INDEPENDENT EDUCATIONAL EVALUATIONS

- A. Los padres tienen el derecho de obtener una Evaluación Educativa Independiente (IEE) de su hijo a costo público por cada evaluación realizada por el distrito si no están de acuerdo con la evaluación obtenida por el distrito en un plazo máximo de dos años. El distrito proveerá a los padres, a solicitud, información sobre dónde una IEE se puede obtener. Si un padre solicita una IEE a costo público, el distrito debe iniciar una audiencia de debido proceso para demostrar que su evaluación es apropiada o asegurar que una IEE sea proporcionada con fondos públicos. Si el distrito prevalece en la audiencia de proceso debido, el padre todavía tiene el derecho a una IEE, pero no con fondos públicos.
- B. Los instrumentos de evaluación utilizados por un evaluador independiente de educación deben ser seleccionados individualmente para su hijo y debe ser administrado por profesionales competentes.
- C. Pruebas y materiales y procedimientos de evaluación deben ser seleccionados y administrados de manera tal que no sean racial, cultural o sexualmente discriminatorios.
- D. Los materiales o procedimientos deben ser proporcionados y administrados en la lengua materna de su hijo o en el modo de comunicación, a menos que claramente no sea posible hacerlo.
- E. Un solo procedimiento no será el único criterio para determinar un programa educativo apropiado para el niño.
- F. Los IEEs deben cumplir con los requisitos de ubicación, las calificaciones, los costos y los instrumentos de evaluación establecidos por SELPA.
- G. Información obtenida en una IEE (sin importar quien pagué) será considerada junto con todos los datos del asesoramiento en el desarrollo del IEP.
- H. Si el distrito escolar observa a su niño(a) en su salón de clase durante el asesoramiento, o si el distrito hubiera sido permitido observar a su niño(a), un individuo conduciendo una IEE debe ser permitido observar a su niño(a) en el salón de clase. Si el distrito escolar propone un ambiente escolar nuevo para su niño(a) y una IEE se está conduciendo, se le debe permitir al asesor independiente primero observar a su niño(a) en el nuevo ambiente.
- I. El distrito conducirá una re-evaluación del estudiante con discapacidad antes de determinar que el estudiante ya no cumple el criterio de elegibilidad como un niño(a) con una discapacidad.
- J. El distrito debe re-evaluar a estudiantes que están entrando al distrito fuera del estado si se determina que sea necesario.
- K. Revisión por un maestro o especialista para determinar las estrategias de instrucción para la implementación del currículo no se considera la evaluación para determinar elegibilidad y no requiere permiso de los padres.

Una copia de la forma "Noticia de Recomendación" y del "Plan de Asesoramiento" esta disponible en nuestro sitio del Internet, bajo "SIRAS User's Manual/Pre-IEP." Un paquete de información para los padres acerca de las IEE esta disponible bajo "Información en Español"

V. DERECHOS RELACIONADOS A LA REUNION DEL PROGRAMA DE EDUCACION INDIVIDUAL (IEP)

- A. Un Programa de Educación Individual requerido como resultado de una evaluación de un niño(a) debe ser formado dentro de un tiempo total que no exceda 60 días, sin contar los días entre las sesiones escolares regulares o días de vacación escolar en exceso de cinco días escolares, de la fecha de recibo del consentimiento escrito de los padres para un asesoramiento.
- B. Si el tiempo se ha interrumpido por las vacaciones escolares del estudiante, el período de los 60-días empezará de nuevo en la fecha que las sesiones escolares del estudiante se convoquen de nuevo.
- C. Sin embargo, cuando una referencia se ha hecho en 30 días o menos antes de terminarse el año escolar regular un IEP será formado dentro de 30 días después del comienzo al siguiente año escolar regular como este determinado por cada calendario escolar del distrito.
- D. Los padres tienen el derecho de participar en reuniones para la identificación, evaluación y ubicación educativa de su niño(a) y ser informados de todas las opciones de programas, incluyendo programas alternativos públicos y privados.
- E. Los padres tienen derecho a recibir por escrito una noticia escrita de la propuesta reunión, el cual incluye el

propósito de la reunión, y deben ser notificados con suficiente tiempo para asegurar la oportunidad de atender.

Appendix 3-L

- F. La reunión del Equipo del IEP debe ser programada en horas y lugares mutuamente de acuerdo con los padres y el distrito.
- G. Los padres tienen el derecho de ser miembros del Equipo del IEP, y de presentar información al equipo en persona o por medio de un representante.
- H. El distrito tomará cualquier acción que sea necesaria para asegurar que los padres comprendan los procedimientos en la junta, y que pueden participar en cualquier discusión en grupos relacionado a la ubicación educativa de su niño(a), incluyendo los arreglos para un intérprete para padres que están sordos o para aquellos del cuál su idioma es otro que no es Inglés.
- I. Los padres pueden designar a otro adulto para representar los intereses educativos del niño(a). Esto puede ser para una junta solamente al indicar el nombre del representante en la Noticia de la Junta del IEP, o en un término largo al llenar la forma "Designación del Representante Educativo". (*Disponible en el Internet de SELPA, bajo "Formas de IEP/Pre-IEP"*).
- J. Los padres tienen derecho a un equipo del IEP que incluye al maestro actual del estudiante, a un administrador o su representante, a uno o ambos padres y a un educador general si el niño(a) está o podría estar participando en el ambiente general de educación general. A petición de los padres o de la agencia de educación, si es apropiado, también pueden estar presentes: el estudiante y otros individuos que tienen experiencia o conocimiento necesario. Si el estudiante ha sido evaluado, debe estar presente una persona calificada para interpretar los resultados. Si se sospecha que el estudiante tiene impedimento de aprendizaje, por lo menos un miembro del equipo, que no sea el maestro, debe haber observado al estudiante en un ambiente educativo apropiado.
- K. Si el IEP discute la transición hacia la vida adulta, se debe invitar al estudiante para participar en la planificación de transición. Sin embargo, si el estudiante todavía no tiene los 18 años, los padres pueden decidir si el/ella participara en total o en parte de la junta.
- L. Los padres tienen el derecho de incluir como miembros del Equipo del IEP a otros miembros que tienen conocimiento o una especialidad especial acerca de su niño(a).
- M. Siempre y cuando el equipo este hecho de los miembros requeridos, los padres no pueden solicitar que un individuo específico este presente.
- N. Un miembro del equipo del IEP que esta requerido a participar pero que su parte no se discutirá puede ser excusado por parte de o toda la reunión con un permiso escrito del distrito y de los padres.
- O. Un miembro del equipo del IEP del cual su parte se discutirá puede ser excusado por parte de o toda la reunión con el permiso del distrito y de los padres por escrito, pero debe presentar un reporte escrito antes de de la reunión en lugar de su asistencia.
- P. Si un estudiante de educación especial esta colocado en una escuela no-pública, la escuela no-pública puede tener cualquiera de las juntas de IEP en cooperación con el distrito que coloco al niño(a). Sin embargo, el distrito colocador retiene completa responsabilidad conforme a la ley federal y estatal.
- Q. La reunión del IEP debe llevarse a cabo sin adversidad y conducida solamente con el propósito de tomar decisiones educativas sobre el estudiante.
- R. Para los niños entre los 3 y 5 años de edad con discapacidad, un Plan de Servicio Familiar Individualizado puede servir como el IEP del niño(a) si están de acuerdo la agencia educativa local y los padres del niño(a).
- S. Se les dará a los padres una copia gratis del IEP, y se les proveerá una copia del IEP en su idioma principal si lo solicitan.
- T. El IEP y la colocación del niño(a) se revisará por lo menos una vez al año por el equipo del IEP.
- U. Los padres tienen el derecho de solicitar una revisión por el equipo del IEP. Una reunión del Equipo del IEP solicitada por los padres se llevará a cabo dentro de 30 días, no contando los días entre las sesiones regulares del estudiante, términos y días de vacaciones escolares en exceso de cinco días escolares, de la fecha del recibo de la solicitud escrita por los padres.
- V. Los padres y la agencia educativa local tienen derecho de hacer una grabación de los procedimientos de la reunión del Equipo del IEP, avisando 24 horas de anticipo al equipo de IEP con el intento de grabar la reunión. Sí la agencia educativa local notifica su intento de grabar la reunión y los padres se oponen o se niegan a asistir a la reunión, entonces la reunión no será grabada por ambos partidos.
- W. Un IEP se puede hacer por teleconferencia, si todos los partidos están de acuerdo.
- X. Se requiere que el padre obtenga consentimiento por escrito antes de una ubicación de programa o servicios de educación especial comiencen.
- Y. El padre puede rechazar el consentimiento de la ubicación inicial de su niño(a) en educación especial. El distrito no puede proseguir el Proceso Legal dentro del tema de la ubicación inicial.

- Z. Cualquier momento después del suministro inicial de la educación especial y servicios relacionados, un padre o un estudiante adulto puede revocar su consentimiento para la continuación de la prestación de servicios y apoyos **por escrito**. Esta revocación incluiría **todos** los servicios de educación especial. El distrito no puede seguir prestando los servicios, pero deberá de notificar por escrito antes de suspenderlos indicando cuando estos se suspenderán. No es necesaria una reunión de IEP. El distrito no puede usar los procesos de mediación o el proceso legal para obtener un acuerdo o una decisión de que los servicios deben de ser prestados. Si se revoca el consentimiento para los servicios de educación especial, el distrito no está obligado a modificar los registros educativos del niño para eliminar cualquier referencia a la recepción de la educación especial y servicios relacionados. Además, si usted revoca el consentimiento para servicios de educación especial, el niño estará sujeto a los mismos reglamentos disciplinarios que cualquier otro estudiante en el distrito. Si un padre o el estudiante adulto decide volver a referir al estudiante para los servicios, el distrito responderá dentro de 15 días. Según la ley, el distrito tiene 60 días adicionales para realizar la evaluación y convocar una reunión de IEP en el cual la elegibilidad y servicios serán considerados.
- AA. En la revisión del IEP, los padres pueden consentir a todo o parte del nuevo propuesto IEP. Las partes que están de acuerdo serán implementadas. El distrito y los padres trabajarán en conjunto para abordar las áreas de desacuerdo. Si el distrito determina que una parte del programa de educación especial propuesta a la que el padre no da su consentimiento es necesaria para proporcionar una educación pública gratuita y adecuada para el niño, una audiencia de debido proceso se iniciará a menos que una junta de mediación previa a la audiencia se lleve a cabo. Si los padres creen que un cambio en el IEP es necesario, o no están de acuerdo con el cambio propuesto por el distrito, los padres pueden presentar para el Debido Proceso.

Copias de todas las formas del IEP están disponibles en la oficina de SELPA o en nuestro sito del Internet, bajo "SIRAS User's Manual/IEP Forms".

VI. DERECHOS RELACIONADOS A LOS CONTENIDOS DEL IEP

- A. El IEP contendrá los siguientes elementos:
- Las fortalezas del niño(a), y
 - La preocupación de los padres sobre la educación de su niño(a), y
 - Los resultados de las evaluaciones mas recientes, y
 - El nivel presente académico de sus logros y funcionamiento del estudiante, y
 - Lo académico, las necesidades funcionales y el desarrollo del estudiante, y
 - Una declaración de cómo la discapacidad afecta la participación y el progreso en el centro del currículo (o para pre-escolares, como afecta la participación en actividades apropiadas), y
 - Metas anuales medidas. Para estudiantes que participan en asesoramientos alternativos, normas medidas o objetivos cortos también es requerido, y
 - Una declaración de cómo se medirá el progreso en las metas al igual cuando se les de a los padres reportes periódicos, y
 - Educación especial, servicios relacionados, y asistentes y servicios suplementales, y
 - Una explicación, si hay alguna, del punto del cual el estudiante no participará con niños sin discapacidades en una clase de educación general, y
 - Acomodaciones o modificaciones necesarias para los asesoramientos estatales y del distrito. Si el estudiante no puede participar en un asesoramiento regular, las razones porque y un asesoramiento alternativo seleccionado, y
 - El día proyectado para el comienzo de los servicios.
- B. El equipo también considerara lo siguiente como sea apropiado:
- Comportamiento impidiendo el aprendizaje de si mismo o para otros, y/o
 - Necesidades de Lenguaje de un estudiante con limitaciones en la dominación de Ingles, y/o
 - Braille para estudiantes que están ciegos o visualmente impedidos, y/o
 - Necesidades de comunicación para el niño(a), incluyendo el niño(a) que esta sordo o con dificultad de audiencia, y/o
 - La necesidad de equipos de tecnología de asistencia (no incluye equipos de implantación quirúrgica).

Para elementos adicionales, incluido en la planificación para la transición de la vida adulta, vea la Sección VI (Para estudiantes de 15 años de edad y más)

- C. Los padres serán informados de la educación pública gratuita y adecuada y todas las opciones alternativas disponibles, tanto públicas y no públicas, por el Plan Local y los Graphics de Interdistrito ^{Appendix 3-L}
- D. Servicios de Educación Especial significa una instrucción designada específica, a ningún costo para los padres, para cumplir las necesidades individuales del estudiante con una discapacidad.
- E. Estos servicios pueden ser proveídos en las clases de educación general, clases especiales, escuelas especiales, en el hogar, hospital, o instituciones.
- F. Los niños con discapacidades tienen el derecho de ser educados con niños sin discapacidades a lo máximo siempre y cuando sea apropiado. Esto significa el derecho de la ubicación en un ambiente menos restrictivo de aprendizaje del cual también asumirá las necesidades de educación especial.
- G. Servicios del año escolar extendidos deben ser disponibles si el equipo del IEP determina que son necesarios para las provisiones de una educación pública gratuita y adecuada.
- H. La descripción del programa en conjunto del estudiante incluirá el lugar y la clase de servicios, pero no individuos específicos o clases.

VII. TRANSICION A LA VIDA ADULTA

- A. Empezando no más tardar del primer IEP en efecto cuando el estudiante cumple los 16 años, planificación para la transición a la vida adulta será incluida en el proceso del IEP.
- B. Se conducirán asesoramientos de transición para determinar los resultados deseados del estudiante en las áreas de educación y entrenamiento, empleo, y, como sea apropiado, vivir independiente.
- C. Se escribirán metas medidas para los resultados deseados del estudiante para su vida después de la escuela pública.
- D. Metas anuales se formaran como sea apropiado para dirigir los resultados deseados.
- E. Los servicios de transición necesitados serán especificados para dirigir las metas anuales.
- F. No mas de un año antes de que el estudiante cumpla los 18 años, el IEP incluirá una declaración que se le informara al estudiante que todos sus derechos de educación especial se transfieren a el o ella en cuanto cumplan los 18 años. *Vea Derechos de Estudiantes Adultos en este documento, Sección VIII.*

Para mas información sobre transición, vea nuestro sito del Internet, "Transición a la Vida Adulta/Información para Familias."

VIII. DERECHOS RELACIONADOS A LOS ARCHIVOS DE LOS ESTUDIANTES

- A. Los padres tienen el derecho a recibir en su idioma principal una notificación que incluye un resumen de las regulaciones, procedimientos y derechos relacionados a información personal identificable, incluyendo los derechos bajo la Ley de Derechos Educativos Familiar y Privacidad de 1974 (FERPA). La siguiente información cumple este requisito.
- B. La agencia educativa local debe darles a los padres, cuando lo solicitan, una lista de las clases de archivos educativos colectados, mantenidos o usados por la agencia y los lugares donde se encuentren.
- C. Los padres deben tener el derecho y la oportunidad de examinar todos los archivos escolares del niño(a) y de recibir copias dentro de 5 días de la fecha en que se hizo tal solicitud, ya sea oralmente o por escrito y antes de que se realice cualquier reunión relacionado a un IEP o de alguna audiencia relativa a la identificación, la evaluación o la colocación educativa del niño(a), o a la provisión de una educación pública gratuita y adecuada.
- D. El distrito puede cobrar no más del costo actual para reproducir tales archivos, pero si el costo previene que el padre pueda ejercer su derecho de recibir tal copia o copias, la copia o copias se reproducirán sin ningún costo.
- E. El derecho de los padres a inspeccionar y revisar los archivos educacionales de su niño(a) incluye el derecho a recibir una respuesta de la agencia educativa local cuando los padres hagan solicitudes razonables para que les expliquen y les interpreten los archivos y el derecho a que un representante de los padres inspeccione y revise los archivos.
- F. La agencia educativa local debe suponer que los padres tienen autoridad de inspeccionar y revisar los archivos relacionados de su niño(a) a menos que la agencia sea notificada que los padres no tienen autoridad bajo alguna ley aplicable del Estado que gobierna asuntos bajo la protección de los bienes de un menor, la separación o el divorcio.
- G. Los padres pueden presentar una solicitud por escrito al superintendente de la agencia educativa local para corregir o eliminar cualquier información en los archivos escritos acerca de su niño(a) la cual, según los padres, tenga una de las siguientes condiciones: (a) no este correcta; (b) sea una conclusión personal o

deducción sin fundamentos; (c) sea una conclusión o deducción fuera de la área de capacidad del observador; (d) no esté basada en la observación personal de una persona mencionada, indicando la fecha y el lugar de la observación; (e) engañoso; (f) esté en violación de la ley de privacidad o de otros derechos del estudiante.

- H. Dentro de 30 días del recibo de la solicitud como se describe arriba, el superintendente o su representante debe tener una reunión con los padres y con el empleado certificado que anotó dicha información, y si el empleado trabaja actualmente para el distrito. El superintendente deberá apoyar o rechazar los argumentos. Si el superintendente apoya una parte o todos los argumentos, el ordenará la corrección o el traslado y la destrucción de la información. Sin embargo, el superintendente no deberá ordenar que se cambie la calificación de un estudiante a menos que el(la) maestro(a) que determino la calificación se le dé, hasta donde sea posible, la oportunidad de declarar oralmente, por escrito, o de ambas formas, las razones por las cuales le dio esa calificación al estudiante y que sea incluido, hasta donde sea posible, en todas las discusiones relacionadas al cambio de la calificación.
- I. Si el superintendente niega alguno o todos los argumentos y se rehúsa a ordenar la corrección o el traslado de la información, los padres pueden, dentro de 30 días del rechazo, apelar la decisión por escrito ante la junta directiva de la agencia educativa local.
- J. Dentro de 30 días del recibo de la apelación, la junta directiva debe, en sesión cerrada con los padres y el empleado certificado que anoto la información, si la hay, y si el empleado está trabajando actualmente para la agencia educativa local y determinar si debe o no debe sostener o negar los argumentos. Si la junta directiva sostiene una parte o todos los argumentos, le ordenará al superintendente que inmediatamente corrija o elimine y destruya la información de los archivos escritos del estudiante. Sin embargo, la mesa directiva no deberá ordenar que se cambie la calificación de un estudiante a menos que el(la) maestro(a) que determino la calificación se le dé, hasta donde sea posible, la oportunidad de declarar oralmente, por escrito, o de ambas formas, las razones por las cuales le dio esa calificación al estudiante y que sea incluido, hasta donde sea posible, en todas las discusiones relacionadas al cambio de la calificación. La decisión tomada por la junta directiva será definitiva.
- K. Los archivos de estos procedimientos administrativos se mantendrán en una forma confidencial y se destruyan un año después de la decisión tomada por la junta directiva, a menos que los padres inicien procedimientos legales relacionados a la información disputada dentro del período de tiempo prescrito.
- L. Si la decisión final de la junta directiva no es favorable para los padres, o si los padres aceptan una decisión desfavorable por el superintendente del distrito, los padres tendrán entonces el derecho a presentar una declaración escrita de los desacuerdos a la información. Esta declaración deberá formar parte de los archivos del estudiante hasta que la información que esta en argumento sea corregida o eliminada.
- M. El distrito debe obtener el consentimiento de los padres antes de divulgar o entregar información personal identificable a otras agencias.
- N. Los oficiales del distrito escolar pueden divulgar información educativa confidencial a un trabajador de casos de agencia o otro representante de un estado o agencia de bienestar infantil local o la organización tribal que tiene la responsabilidad legal por el cuidado y la protección del estudiante, sin el permiso del padre.

Para mas información tocante la Ley de Derechos Educativos Familiar y Privacidad (FERPA), visite <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

IX. DERECHOS DE ESTUDIANTES ADULTOS

- A. Cuando un niño(a) con discapacidades llega a los 18 años de edad, que es la mayoría de edad en California, (excepto para un niño(a) que ha sido determinado incapacitado bajo la ley Estatal) el distrito deberá proveer las notificaciones requeridas al estudiante y a los padres.
- B. A los 18 años, todos los derechos otorgados a los padres bajo IDEA son transferidos al niño(a). El distrito debe notificar al individuo y a los padres acerca de la transferencia de los derechos. Todos los derechos otorgados a los padres bajo IDEA son transferidos a los estudiantes que están encarcelados en una institución correccional Federal, Estatal, o local para adultos o juvenil.
- C. Un estudiante adulto con discapacidad puede designar a otro adulto que lo represente a el o ella en cosas educativas, si lo desea.

La "Forma Designado para el Representante Educativo" esta localizada en nuestro sito del Internet, bajo "SESP & IEP Forms/Pre-IEP Meeting Forms."

X. PADRES SUBSTITUTOS

- A. El distrito debe asegurar que procedimientos estén establecidos y mantenidos para nombrar a un individuo que actúe como sustituto de los padres en todos los aspectos de educación especial cuando los padres de tal niño(a) no son conocidos, la agencia no puede, después de esfuerzos razonables, localizar a los padres o el niño(a) esta bajo la custodia del Estado y los padres han perdido sus derechos educativos por un tribunal de ley.
- B. Si el estudiante vive en un hogar de crianza, y los padres han perdido sus derechos educativos el padre/madre de crianza puede tomar el papel de “padre/madre” para propósitos educacionales por el término que el estudiante resida en el hogar. Un padre de crianza puede incluir una persona, familiar, o un miembro de familia extendida no relacionado del cual ha sido aprobado o tiene una licencia por el departamento de bienestar o de vigilancia del condado o del Departamento Estatal de Servicios Sociales del cual ha sido designado por la corte como una ubicación específica. Un padre de crianza no tiene que ser designado como sustituto.
- C. El individuo nombrado para actuar como sustituto no debe ser un empleado de la agencia educativa estatal, ni del distrito, ni de ninguna otra agencia pública o privada que esté involucrada en la educación o el cuidado del niño(a). El sustituto no debe tener interés que esté en conflicto con los intereses del niño(a) a quien representa y debe tener conocimiento y habilidades que aseguren la representación adecuada del niño(a). Un individuo que tenga un conflicto de interés quiere decir una persona que tenga cualquier interés para limitar o influir en su habilidad para abogar por todos los servicios requeridos y asegurar una educación pública gratuita y adecuada para el niño(a) con discapacidades.
- D. Hasta el punto que sea práctico, un padre sustituto debe ser conciente a la cultura del niño(a) asignado a el/ella.
- E. Al nombrar a un padre sustituto, el distrito debe, como primera preferencia, seleccionar a un familiar, o a un abogado especial nombrada por la corte, si existe alguno de esos individuos y está dispuesto y capacitado para servir. Si no, el distrito debe seleccionar al padre sustituto de su preferencia. Si el niño(a) has sido trasladado del hogar de un familiar que ha sido nombrado como padre sustituto, el distrito debe nombrar a otro padre sustituto.
- F. Con la excepción de individuos que tienen un conflicto de interés en la representación del niño(a), los individuos que pueden servir como padres sustitutos incluyen, pero no se limitan a, profesores jubilados, trabajadores sociales y agentes judiciales de vigilancia que no son empleados de una agencia pública involucrada en la educación o cuidado del niño(a). Si surge un conflicto de interés después del nombramiento del padre sustituto, el distrito debe terminar ese nombramiento y nombrar a otro padre sustituto.
- G. El padre sustituto servirá como padre del niño(a) y tendrá los mismos derechos que tiene un padre en lo que se refiere a la educación del niño(a) según se especifica en IDEA. Un padre sustituto puede representar a un niño(a) con discapacidades en asuntos relativos a la identificación, asesoramiento, a la planificación y desarrollo de instrucción, a la ubicación educativa, al repaso y la revisión del Programa de Educación Individual, y en otros asuntos relacionados con la provisión de una educación pública gratuita y adecuada para el individuo. Esta representación debe incluir la provisión de consentimiento por escrito al IEP incluyendo servicios médicos que no son de emergencia, servicios de tratamiento de salud mental y servicios de terapia ocupacional o física. El padre sustituto puede firmar cualquier consentimiento relativo a los propósitos del IEP.
- H. No se debe nombrar un padre sustituto para un niño(a) que es un dependiente o que está bajo la custodia de la corte a menos que la corte limite específicamente el derecho del padre o guardián para tomar solamente decisiones educativas para el niño(a); o para un niño(a) que ha llegado a la mayoría de edad a menos que el niño(a) haya sido declarado incapacitado por una corte judicial.
- I. Un padre sustituto debe ser eximido de responsabilidad por el Estado de California cuando está actuando en su capacidad oficial excepto por actos u omisiones que se encuentren que fueron injustificables, imprudentes o maliciosos.

Un organigrama del proceso del Padre Substituto y las formas necesarias están disponibles en la oficina de SELPA y en nuestro sito del Internet, bajo “Procedimiento Administrativo/Padres Substitutos.”

XI. Uso de Beneficios Publicos de Medicaid/MediCal

- A. Usted debe dar su consentimiento antes de que el distrito pueda acceder a los beneficios de MediCal de su hijo para pagar por ciertos servicios relacionados con la educación especial.
- B. El distrito no tiene que pedir su permiso de nuevo a menos que el tipo, el costo o la cantidad de servicios cambie.
- C. No habrá ningún costo a usted si el distrito tiene acceso a los beneficios de MediCal de su hijo. No va a afectar la cobertura vitalicia disponible de su hijo, resultar en tener que pagar cualquier copagos o para otros servicios que de otra manera estarían cubiertos por los beneficios públicos que son requeridos por su hijo fuera del ámbito escolar, aumentar las primas o discontinuar los beneficios, o el riesgo de la pérdida de exenciones del hogar y las basadas en la comunidad.
- D. Usted tiene el derecho de retirar su consentimiento para que el distrito use acceso de beneficios de MediCal de su hijo en cualquier momento. Si hace esto, el distrito seguirá siendo responsable de proporcionar todos los servicios especificados en el IEP de su hijo.

XII. PROCEDIMIENTOS PARA RESOLVER DIFERENCIAS

A. Mediación Voluntaria antes de una Audiencia (“Mediación Unicamente”)

1. Los padres pueden escoger participar en Mediación Unicamente al archivar la “Forma para Solicitar Mediación Unicamente.” Si esto es solicitado antes de someter una Petición para una Mediación y Audiencia Oficial, no es considerado ser parte del proceso de Audiencia del Proceso Legal, y abogados y abogantes legales no pueden estar presentes.
2. Cualquiera de los dos partidos puede decidir participar en Mediación Unicamente. Mediación Unicamente es voluntario, y si uno de los partidos rehúse participar, mediación no ocurrirá.
3. La conferencia para Mediación Unicamente se citará dentro de 15 días de la solicitud.

La “Forma de Solicitud de Mediación Unicamente” esta localizada en nuestro sitio web en la Pagina Principal bajo “Need to Resolve a Conflict?” (Necesita Resolver un Conflicto) y “Office of Administrative Hearings.”

B. Proceso Legal

1. Petición para una Mediación y Audiencia Oficial

- a. Un padre o una agencia pública puede someter una Petición para una Mediación y Audiencia Oficial si no están de acuerdo en asuntos relativos a la identificación, asesoramiento, o a la ubicación educativa, de un estudiante con discapacidad y que quiera iniciar el Proceso Legal.
- b. La Petición debe ser sometida no más de dos años después de que el padre o la agencia pública sabía o debería de haber sabido sobre la violación alegada. (Para quejas alegando violaciones después del 9 de octubre, 2006).
- c. El termino limitado de dos años no aplica al padre si se les impidió someter una Petición para una Mediación y Audiencia Oficial tocante a una mis-representación especifica por el distrito que informo que el problema ya estaba resuelto del cual es la base del reclamo, o por tocante al distrito que sostuvo información de los padres que era requerido ser proporcionado.
- d. La Petición debe incluir estos elementos:
 - El nombre del niño(a), domicilio y escuela (si el niño(a) esta “sin hogar” según al Acta de Sin Hogar McKinney-Vento, información de contacto disponible debe ser proveído)
 - Una descripción del problema, incluyendo hechos
 - Una resolución propuesta del problema
- e. La Petición debe mandarse al Superintendente Estatal de Instrucción Pública, con una copia proveído a todos los partidos nombrados. (Oficina de Audiencias Administrativas (OAH), División de Educación Especial, 2349 Gateway Oaks Drive, Suite 200, Sacramento, CA, 95833, Teléfono: (916) 263-0880, Fax (916) 263-0890
- f. Los padres o el distrito pueden retar la suficiencia de la Petición.
- g. La Petición se considerará suficiente solamente que el partido recibiendo la Petición notifique al Juez de Ley Administrativa (ALJ) y al otro partido dentro de los 15 días de recibo porque cree que la Petición no contiene los elementos requeridos (arriba).
- h. Dentro de cinco días de recibo de la notificación de cualquiera de los partidos indicando que la Petición no es suficiente, el ALJ tomara una decisión tocante si el reclamo contiene los elementos requeridos.
- i. El partido sometiendo la Petición no tienen el derecho a una Audiencia del Proceso Legal si la

Petición no contiene los elementos requeridos.

- j. Un partido puede enmendar su Petición solamente si el otro partido da permiso por escrito y se lleva a cabo una Sesión de Resolución, o si es permitido por ALJ, a no más tardar de cinco días antes de que ocurra una Audiencia del Proceso Legal. En caso de una enmienda de la Petición, todas las duraciones del tiempo comienzan de nuevo.
- k. Si un partido somete una enmienda de la Petición para una Mediación y Audiencia Oficial, todas las duraciones del tiempo para la Sesión de Resolución comienzan de nuevo.
- l. Si el distrito no ha dado noticia escrita a los padres sobre los asuntos del tema contenido en la Petición de los padres, el distrito debe dentro de 10 días del recibimiento de la Petición, darle a los padres una respuesta escrita (conocido como "Respuesta al Otro Partido") que contiene todos los elementos en la Sección II de este documento.

La petición para "Mediación y Audiencia de Debido Proceso" localizada en nuestro sitio web en la Pagina Principal bajo "Need to Resolve a Conflict?" (Necesita Resolver un Conflicto) y "Office of Administrative Hearings."

2. SESION DE RESOLUCION

- a. Dentro de 15 días de recibir la Petición para una Mediación y Audiencia Oficial de los padres, y antes de la iniciación de la Audiencia del Proceso Legal, el distrito debe tener una reunión con el padre/madre y los miembros relevantes al equipo del IEP del cual tienen conocimiento específico de los hechos identificados en la Petición. Los miembros son determinados por los padres y el distrito.
- b. La reunión debe incluir un representante del distrito que tiene autoridad para tomar decisiones.
- c. El distrito no puede tener a un abogado presente solamente que los padres también sean acompañados por un abogado.
- d. El propósito de esta reunión es para tratar de resolver los asuntos especificados en la Petición.
- e. Solamente que los dos partidos lleguen a un acuerdo de renunciar a la Sesión de Resolución o a la participación de Mediación, el hecho de que los padres no puedan participar en la Sesión de Resolución se retrasará la duración del tiempo para la Audiencia del Proceso Legal hasta que la Sesión de Resolución se lleve a cabo. Si después de esfuerzos razonables el distrito no puede obtener que los padres participen en la Sesión de Resolución dentro de 30 días, el distrito puede solicitar el retiro de la Petición al ALJ.
- f. Si el distrito no puede obtener la Sesión de Resolución dentro de 15 días del recibo de la Petición de los padres, o falla en participar en la Sesión de Resolución, los padres pueden solicitar al ALJ que se comience la duración del tiempo para la Audiencia del Proceso Legal.
- g. La duración del tiempo de los 45 días para la Audiencia del Proceso Legal comienza cuando:
 - Los dos partidos estén de acuerdo por escrito en el renuncio a la Sesión de Resolución; o
 - Los dos partidos deben acordar por escrito que el acuerdo no es posible después del comienzo del periodo de la Resolución pero antes de que se termine el periodo de 30 días; o
 - El distrito no ha resuelto los asuntos en la Petición a la satisfacción de los padres dentro de 30 días; o
 - Los dos partidos llegan a un acuerdo por escrito para continuar con el periodo de la Resolución o Mediación, pero después uno de los partidos se retira del proceso.
- h. Un contrato de acuerdo escrito se formara si un acuerdo se lleva a cabo en la Sesión de Resolución. El contrato será:
 - Firmado por los padres y el representante del distrito con autoridad para comprometer los recursos del distrito, y
 - Ejecutorio por la corte estatal y federal.
- i. El contrato puede ser anulado por los dos partidos dentro de 3 días de negocio de su ejecución.

3. MEDIACION (como parte del Proceso Legal)

- a. La mediación solicitada como parte de la audiencia debe completarse dentro de los 30 días después de recibir la solicitud de mediación a menos que ambos partidos estén de acuerdo a tener una extensión de tiempo.
- b. El proceso de mediación es voluntario y no se debe usar para negar o retrasar el derecho de los padres a una audiencia o a cualquier otro derecho permitido por IDEA. Solicitar o participar en una conferencia de mediación no es un requisito previo para solicitar una audiencia del proceso legal.

- c. El Juez de Ley Administrativa (ALJ) animara a los partidos a una Audiencia a considerar Mediación como una alternativa a la Audiencia. Appendix 3-L
- d. Mediación será conducida por un Mediador calificado, imparcial y entrenado.
- e. Los padres tienen el derecho de recibir una copia de una solicitud de mediación iniciada por el distrito escolar.
- f. Cada sesión de mediación debe ser programada a un horario oportuno y se debe realizar en un lugar conveniente para ambos partidos.
- g. Cualquier acuerdo obtenido en la Mediación debe ser documentado y escrito en un Contrato de Mediación legalmente requerido.
- h. Las discusiones en el proceso de una Mediación deben ser confidenciales y no se pueden usar como evidencia en ninguna audiencia del proceso legal o en ningún procedimiento legal posterior. Los partidos de la mediación se les puede requerir que firmen una promesa de reserva antes de comenzar el proceso.
- i. Una resolución por escrito de la mediación será enviada a los padres dentro de los siguientes diez días.

4. AUDIENCIA DEL PROCESO LEGAL

- a. La Audiencia del Proceso Legal comenzará dentro de 30 días de someter la Petición para una Mediación y Audiencia Oficial, ("Petición"), si los esfuerzos a la Resolución y Mediación no han tenido éxito.
- b. Los padres tienen el derecho a una audiencia justa e imparcial a nivel Estatal. El Juez de Ley Administrativa ("ALJ") apuntado por el Departamento de Educación en California ("CDE") será entrenado y tendrá conocimiento en las leyes que gobiernan la educación especial y las audiencias administrativas y no es un empleado por el estado o el distrito.
- c. EL CDE mantendrá una lista de todos los ALJs y sus calificaciones.
- d. El partido solicitando una audiencia del Proceso Legal no puede levantar mas asuntos que no fueron nombrados en la Petición original.
- e. Cuando el Superintendente del Estado o las personas designadas recibe la solicitud de la audiencia, se les debe notificar a todos los partidos acerca de la audiencia y la fecha programada. El aviso debe informar a todos los partidos sus derechos relacionados a los procedimientos de protección y debe incluir una lista de las personas y organizaciones dentro de la área geográfica que pueden proveer representación a bajo costo o gratis u otra asistencia en la preparación para la audiencia del proceso legal.
- f. Los padres tienen el derecho de:
- Ser acompañados y aconsejados por un abogado u otros con conocimiento especial o entrenamiento de estudiantes con discapacidades.
 - Presentar evidencia, por escrito y argumentos orales y hacerles frente, interrogatorios y obligar la presencia de los testigos
 - Prohibir la introducción de cualquier evidencia en la audiencia que no fue presentada al otro partido por lo menos cinco días antes del comienzo de la audiencia.
 - Obtener un archivo por escrito (en la opción de los padres) o electrónico textual de la audiencia.
 - Obtener los resultados por escrito o electrónicamente de los hechos y las decisiones.
 - Tener al niño(a) del cual es el tema presente en la audiencia.
 - Abrir la audiencia al público.
 - Examinar todos los archivos escolares del niño(a) y recibir copias por la Sección VII de este documento.
- g. Cada partido debe revelar a todos los otros partidos antes de la audiencia:
- (Dentro de cinco días de negocio) Todas las evaluaciones completadas para esta fecha y las recomendaciones que intenta usar.
 - (Dentro de cinco días de negocio) Una copia de todos los documentos y una lista de todos los testigos y su área general que van a atestiguar.
 - (Dentro de diez días) Una declaración de lo que el partido cree son los asuntos del cual serán decididos en la audiencia y la resolución propuesta de estos asuntos. Al solicitarse por un padre/madre que no será representado por un abogado, se le proveerá un mediador para ayudar al padre/madre identificar los asuntos y la propuesta resolución de estos asuntos.
 - (Dentro de diez días) Si intentan o no intentan ser representados por un abogado.

- h. Cada partido tiene el derecho de prohibir la introducción de cualquier evidencia nueva del cual no ha sido presentado al otro partido dentro de cinco días de negocio antes de la audiencia.
- i. El ALJ puede:
- Cuestionar al testigo en constancia antes de que otros partidos lo hagan.
 - Con el consentimiento de los dos partidos, solicitar que expertos que no estén de acuerdo discutan el asunto entre ellos.
 - Visitar la ubicación(es) propuesta cuando los atributos físicos del sitio(s) están sobre la mesa como un asunto.
 - Llamar a un testigo a testificar si todos los partidos dan permiso o la audiencia continua por lo menos cinco días después que el testigo es identificado y antes de que el(ella) testifique.
 - Ordenar que un asesoramiento imparcial se conduzca, y la audiencia se pospone hasta que el asesoramiento este completo
 - Prohibir la introducción de cualquier documento y testimonios de cualquier testigo no revelados según los guías legales.
 - Llamar a especialistas médicos independientes.
 - Poner un limite razonable en la duración de la audiencia después de considerar los asuntos que serán escuchados, la complejidad de los hechos que serán probados, la habilidad de los partidos (y sus representantes si hay alguno) para presentar sus casos, y una estimación del tiempo necesitado por los partidos.
- j. La determinación del ALJ sobre si un niño(a) recibió una educación pública gratuita y adecuada debe ser tomado en términos substantivos. En asuntos de alegación a la violación de un procedimiento por parte del distrito, el ALJ *no* consideraría la violación una negación a los derechos del niño(a) solamente que:
- Se le impida el derecho al niño(a) a una educación pública gratuita y adecuada, o
 - Notablemente se le impidió la oportunidad a los padres participar en el proceso de las decisiones, o
 - Causo una negación a los beneficios educativos al estudiante.
- El criterio de arriba no previene que un ALJ de orden al distrito para cumplir con los requerimientos de los procedimientos o de ordenar un remedio compensatorio.
- k. Los padres pueden solicitar Mediación en cualquier momento durante el proceso de la audiencia si los dos partidos están dispuestos a extender los 45 días limitados por un periodo al igual al proceso de Mediación.
- l. Cada partido de la audiencia puede solicitar una extensión del tiempo para una audiencia. La extensión será concedida cuando demuestren con comprobantes una buena razón.
- m. Durante la espera de la audiencia y cualquier procedimiento judicial, a menos que la agencia del Estado o la agencia educacional local y los padres se pongan de acuerdo de lo contrario, el estudiante debe permanecer en la ubicación educativa actual, o, si está solicitando una admisión inicial a una escuela pública, el niño(a) debe, con el consentimiento de los padres, ser colocado en un programa de la escuela pública hasta que todos los procedimientos hayan terminado.
- n. Un ALJ no puede rendir una decisión que resulte en la ubicación o reembolso para la ubicación de un estudiante de educación especial en una escuela no pública o agencia solamente que la escuela o agencia este apropiadamente certificada.
- o. En las decisiones relacionadas a la ubicación, el ALJ considerará el costo, en conjunto a los otros factores.
- p. El Departamento de Educación de California se asegurará que una decisión final se lleve a cabo en la audiencia y una copia de esa decisión sea enviada a cada uno de los partidos a más tardar 45 días del recibo de la solicitud para tal audiencia, después de la expiración del periodo de los 30 días de la Audiencia/Resolución.
- q. Los resultados y decisiones estarán disponibles al público después de que cualquier información personal identificable sea removido.
- r. La decisión de la audiencia deberá ser final y obligatoria para todos los partidos excepto si alguno de los partidos involucrados en tal audiencia hace una apelación de la decisión ante una corte federal como una acción civil. Una apelación debe ser hecha dentro de los 90 días después que se recibe la decisión de la audiencia.

5. HONORARIOS DE ABOGADOS

- a. La corte puede conceder honorarios del abogado razonables a los padres, guardián o el estudiante si:
 - El padre/madre es el partido predominado en la audiencia del proceso legal o del procedimiento judicial subsiguiente.
 - El padre/madre es el partido predominado y fue justificado substancialmente en rehusar el acuerdo de la oferta
- b. Reembolso se le puede conceder al distrito de los honorarios razonables del abogado si:
 - El abogado de los padres somete una queja que es frívola, no razonable, o sin fundamentos
 - El abogado de los padres continuó tomando acción legal en la corte después de que la acción legal se hizo claramente frívola, no razonable, o sin fundamentos.
 - La solicitud de los padres para la Audiencia del Proceso Legal fue presentada para un propósito impropio, como hostigar, causar un retraso innecesario, o de incrementar el costo del caso de la corte.
- c. Los honorarios del abogado no pueden ser concedidos y los costos relacionados no pueden ser reembolsados para servicios legales cuando se ejecuto posteriormente al tiempo de una oferta escrita del acuerdo a los padres. Si algún ofrecimiento fue hecho dentro de 10 días antes de que la Audiencia comenzara, el ofrecimiento no fue aceptado dentro de 10 días, y los resultados del ALJ encontró que el remedio finalmente obtenido por los padres no es más favorable que el ofrecimiento del acuerdo.
- d. Los honorarios del abogado no pueden ser concedidos relacionados a cualquier reunión del equipo del IEP solamente que tal reunión se lleve a cabo como resultado de un procedimiento administrativo o una acción judicial.
- e. Los honorarios concedidos serán basados en los precios predominantes de la comunidad del cual la acción se llevo a cabo.
- f. La corte rebajara, según la cantidad concedida de los honorarios del abogado cuando la corte encuentre:
 - Los padres o el abogado prolongo sin razón la resolución final de la controversia, o
 - La cantidad de los honorarios del abogado del cual fue autorizado para concederle, injustamente excede el precio por hora predominando la comunidad para servicios similares por abogados de habilidades razonablemente comparables, reputación, y la experiencia, o
 - El tiempo tomado y los servicios legales suministrados eran excesivos considerando la naturaleza de la acción o procedimiento, o
 - El abogado representando a los padres no sometió la información apropiada requerido al distrito como parte del proceso legal solicitado.

XIII. QUEJAS DEL ESTADO ALEGANDO VIOLACION DE LA LEY

- A. Una queja es diferente al proceso legal. El proceso legal es un sistema para resolver diferencias, mientras que una queja supone una violación de la ley. Un ejemplo de quejas sería una suposición de no lograr sostener los requerimientos de los procedimientos o para implementar componentes del IEP.
- B. Un individuo puede someter una queja escrita tocante la suposición de la violación del distrito dentro de la ley federal o estatal con el superintendente del distrito o el Superintendente del Estado de Instrucción Pública con una copia al distrito. Mande la queja al Superintendente del Estado a: California Department of Education, Special Education Division, Procedural Safeguards Referral Service, Attn: PSRS Intake, 515 L Street, Suite 270, Sacramento, CA 95814, (800)926-0648, Fax (916) 327-3704, <http://www.cde.ca.gov/spbranch/sed>.
- C. Una copia de la resolución escrita se recibirá del Superintendente del Estado de Instrucción Pública dentro de 60 días.

La solicitud para la forma de Investigación de Queja esta localizada en nuestro sitio web en la Pagina Principal bajo "Need to Resolve a Conflict?" (Necesita Resolver un Conflicto)

XIV. PAGO POR LA EDUCACION DE LOS NIÑOS MATRICULADOS EN ESCUELAS PRIVADAS SIN EL CONSENTIMIENTO O SIN HABER SIDO REFERIDOS POR LA AGENCIA EDUCACIONAL LOCAL

- A. Un distrito no está obligado a pagar por el costo de la educación, incluyendo la educación especial y los servicios relacionados, de un niño(a) con discapacidades en una escuela o servicio privado si esa agencia puso a la disposición del niño(a) una educación pública gratuita y adecuada y los padres prefirieron ubicar

al niño(a) en dicha escuela o servicio privado.

- B. Si los padres de un niño(a) con discapacidades que previamente recibió educación especial, los servicios relacionados a través del distrito matriculan al niño(a) en una escuela privada sin el consentimiento o sin ser referidos por el distrito, un oficial de la corte o un ALJ puede exigir que los padres sean reembolsados por los gastos de la ubicación si se descubre que una educación pública gratuita y adecuada no se le hizo disponible al niño(a) en una forma oportuna antes de la matriculación.
- C. Si un padre sitúa unilateralmente a su hijo en una escuela no pública y propone que la colocación en la escuela no pública se financie con fondos públicos, el distrito escolar debe tener la oportunidad de observar la colocación propuesta y el niño en la colocación propuesta. El distrito escolar no puede observar o evaluar a ningún otro niño en la escuela privada sin el permiso del padre o tutor del otro niño.
- D. El costo de reembolso puede ser reducido o negado si:
 - 1) Durante la reunión del IEP más reciente el cual asistieron los padres antes de sacar al niño(a) de la escuela pública, los padres no le informaron al Equipo del IEP que ellos estaban rechazando la ubicación propuesta por el distrito y no expresaron su intención de matricular al niño(a) en una escuela privada al costo de la escuela pública; o
 - 2) 10 días hábiles (incluyendo los días de fiesta que ocurren en un día hábil) antes de sacar al niño(a) de la escuela pública, los padres no dieron aviso por escrito al distrito de la información descrita en (a); o
 - 3) Si antes de que los padres sacaran al niño(a) de la escuela pública, el distrito local informará a los padres de su intención de evaluar al niño(a) (incluyendo en el aviso de una declaración apropiada y razonable del propósito de la evaluación), pero los padres no hicieron disponible al niño(a) para la evaluación; o
 - 4) Si hay un veredicto judicial de que las medidas tomadas por los padres no fueron razonables.
- E. El costo del reembolso no debe ser reducido o negado si los padres fallaron en proveer el aviso requerido en (1) y (2) mencionado arriba como resultado de ser analfabetos y incapaces de escribir en inglés; o si el hecho de proveer tal aviso probablemente hubiera resultado en un daño serio físico o emocional para el niño(a); o si la escuela impidió que los padres proporcionarían tal aviso; o si no les habían informado a los padres sus procedimientos de protección o de otra manera informarles del requisito de proveer información en el (1) o (2) mencionado arriba.
- F. El distrito en donde la familia y el niño(a) viven es responsable por el asesoramiento para la elegibilidad de educación especial, no importando en donde este localizada la escuela privada.
- G. Si el distrito de residencia ofrece una educación pública gratuita y adecuada y los padres lo rechazan y continúan matriculando a su niño(a) en una escuela privada, el distrito ha cumplido con sus responsabilidades.
- H. Cuando los padres lo soliciten, el distrito desarrollará un Plan de Servicio Individual donde este la escuela privada según los guías del distrito. No hay protecciones de procedimientos legales para los padres en el desarrollo del Plan de Servicio Individual.

Vean en nuestro sitio del Internet bajo Servicios de Educación Especial/Condado de Ventura SELPA Guía Escolar Privada

XV. ESTUDIANTES UBICADOS EN INSTITUCIONES CON LICENCIA PARA NIÑOS (LCI) O HOGARES DE CRIANZA (FFH)

- A. Estudiantes colocados en LCI o FFH asistirán en programas operados por las escuelas públicas a menos que uno de los siguientes aplique:
 - 1. El estudiante tiene un IEP que requiere ubicación en una escuela no pública o agencia.
 - 2. El padre o tutor, u otra persona con el derecho de tomar decisiones educativas para el estudiante determina que es en el mejor interés del estudiante ser ubicado en otro programa educativo, o continuar en su escuela de origen.
- B. El distrito escolar invitara a la reunión del equipo del IEP a un representante del hogar de grupo en esos casos del cual el estudiante fue colocado en hogar de grupo por un tribunal de menores.

XVI. ESCUELAS ESTATALES

Las escuelas especiales estatales prestan servicios a los estudiantes que son sordos, duros de oído, ciegos, deficiencia visual, o sordo-ciegos en cada una de sus tres instalaciones: Las Escuelas de California para Sordos se encuentran en Fremont y Riverside y la Escuela de California para los Ciegos se encuentra en Fremont. Programas residenciales y escolares diurnos son ofrecidos a los estudiantes desde la infancia hasta

los 21 años de edad en ambas escuelas estatales para los sordos y de 5 hasta los 21 años de edad en la Escuela de California para los Ciegos. Las escuelas especiales estatales también ofrecen servicios de evaluación y asistencia técnica. Para más información sobre estas, visite el Departamento de Educación de California al sitio de red www.cde.ca.gov/sp/ss/ o solicite más información de los miembros del equipo del IEP.

XVII. DISCIPLINA DE ESTUDIANTES

A. SUSPENSION

1. Un estudiante en educación especial puede ser suspendido por cualquiera de los actos enumerados en el Código de Educación de California Sección 48900 que ocurren en los terrenos de la escuela, en el camino hacia y desde la escuela, durante el período de almuerzo sea dentro o fuera de la escuela, y durante o regresando de cualquier actividad patrocinada por la escuela. Los estudiantes sólo pueden ser suspendidos por una ofensa por primera vez del EC Sección 48900 (a) - (e), o si la presencia del estudiante causa un peligro para los demás. Los estudiantes no pueden ser suspendidos por ofensas por primera vez de el EC Sección 48900 (f) - (r). Los administradores escolares deben tratar otros medios antes de la suspensión.
2. Suspensión puede ser hasta diez días escolares cumulativos en un año escolar, sin ningún servicio de educación especial proveído durante la suspensión.
 - Ninguna suspensión individual puede exceder cinco días escolares.
 - Una porción del día de suspensión cuenta como un día de suspensión.
 - Suspensiones en el autobús cuentan como un día de suspensión si la transportación es especificada en el IEP y transportación alternativa no es proveído.
 - Una suspensión dentro de la escuela en la cual el estudiante puede progresar en el currículo de educación especial y recibe servicios especificados en el IEP incluso puede participar con sus compañeros típicos (sin discapacidades) no cuenta como un día de suspensión.
3. El personal de la escuela determina si hay una “pauta” a las suspensiones. Los elementos que son considerados para determinar si hay o no hay una pauta incluye:
 - La duración de cada suspensión
 - Tiempo total suspendido
 - La proximidad de cada una de las suspensiones
 - Sí hay o no hay un comportamiento sustancialmente similar a través de los incidentes.
4. Si el equipo determina que no hay una “pauta”, el estudiante puede continuar ser suspendido hasta 20 días en un año escolar. El personal escolar, en consulta con el/la/los maestros(as) determina hasta que punto se necesite los servicios de educación especial para ayudar al estudiante participar en el currículo de educación general (posiblemente en otro ambiente) y progrese hacia el cumplimiento de las metas del IEP.
5. Si el equipo determina que si hay una “pauta” a las suspensiones, una reunión del IEP se llevara a cabo dentro de 10 días escolares y una revisión de Determinación de Manifestación debe ser conducida:
 - El equipo de IEP determina cuales servicios de educación especial son necesarios para cualquier subsiguiente potencial suspensión.
 - El equipo revisa toda información relevante en el archivo del estudiante, incluyendo el IEP, cualquier observación por el profesor(a), y cualquier otra información relevante proporcionado por los padres.
 - El equipo considera todos los comportamientos a través de las colocaciones y el tiempo.
6. El equipo decide si es o no es el comportamiento una manifestación de la discapacidad. Considerará sí:
 - Los servicios fueron proveídos como esta escrito en el IEP
 - El comportamiento tiene una relación directa y sustancial a la discapacidad.
7. Si los servicios **no** fueron proveídos como esta escrito en el IEP pasos deben tomarse para resolver esto antes de suspender más al estudiante y el comportamiento es considerado ser una **manifestación de la discapacidad**.
8. Si fue determinado que el **comportamiento tuvo una relación directa y sustancial a la discapacidad**, es considerado ser una **manifestación de la discapacidad** y el estudiante no debe continuar ser suspendido. El equipo del IEP puede decidir cambiar los aspectos del programa incluyendo la ubicación escolar.
9. Si los servicios fueron proveídos como esta escrito en el IEP y el comportamiento **no** tuvo una relación directa y sustancial a la discapacidad, el comportamiento **no** es considerado ser una manifestación de

- la discapacidad y se puede continuar suspendiendo al estudiante como cualquier otro estudiante.
10. Si el comportamiento es determinado ser una manifestación de la discapacidad, un Análisis Funcional de Comportamiento (FBA) del comportamiento del estudiante del cual concluyo a la suspensión(es) debe ser conducido, y un Plan de Apoyo de Comportamiento Positivo (PBSP) o un Plan de Intervención de Comportamiento (BIP) debe ser desarrollado. Si un plan de apoyo de comportamiento existe, entonces el equipo debe revisarlo y hacer cambios como sea necesario. Si el comportamiento no es determinado ser una manifestación de la discapacidad, un FBA/PBSP-BIP debe ser considerado (o revisado). *Vea el Internet de SELPA, "Formas de IEP/Comportamiento Serio/Formas de Disciplina" para las formas y instrucciones de FBA, PBSP y BIP.*
 11. Si el padre no esta de acuerdo con la decisión del equipo del IEP respecto a la revisión de Determinación de Manifestación, el padre puede iniciar una Audiencia del Proceso Legal.

Vea nuestro sito del web bajo "Behavior Interventions/Suspension and Expulsion" para el de Guía de Suspensión y Expulsión de Estudiantes en Educación Especial.

B. EXPULSION

1. Hay cinco infracciones del Código Educativo que resultan en una recomendación mandataria para expulsión. Son:
 - Posesión, venta o proporcionar un arma de fuego
 - Blandir una navaja a otra persona
 - Ilegalmente vender una sustancia regulada
 - Cometiendo o atento de cometer un asalto sexual o agresión sexual
 - Posesión de un explosivo
2. Sí se esta considerando la expulsión de un estudiante en educación especial, se debe conducir una Revisión de Determinación de Manifestación (vea XII-A arriba) como parte del la reunión del IEP.
3. Los padres deben ser notificados inmediatamente que el propósito de la reunión es para considerar expulsión, y deben recibir su copia de estos procedimientos de protección. La reunión debe ser en horas mutuamente de acuerdo con los padres y el personal de la escuela, entre el termino, so lo hay, de la suspensión antes de la expulsión del estudiante. Cada padre debe recibir notificación con 48 horas de anticipación de la reunión. Sí la notificación requerida fue proveída, la reunión puede proceder sin la participación del padre, solo que el padre pida un aplazamiento. Una conferencia telefónica puede sustituir la junta.
4. Un aplazamiento puede ser hasta tres días escolares adicionales. Si un aplazamiento ha sido concedido, el distrito puede extender cualquier suspensión del estudiante hasta tres días escolares adicionales. Si un aplazamiento ha sido concedido, la agencia educativa local puede extender cualquier suspensión del estudiante por un período igual al de un aplazamiento si el estudiante continúa siendo un peligro inmediato para él mismo, ella misma, o para la seguridad de otros, y el distrito notifica a los padres que la suspensión continuará durante el aplazamiento. Sin embargo, la suspensión no se debe extender más allá de 10 días escolares consecutivos a menos que estén de acuerdo los padres o con una orden de la corte, y que se reanuden los servicios educativos en el onceavo día de cualquier suspensión. Sí los padres que han recibido un aviso apropiado de la reunión rechazan un aplazamiento, la reunión se puede realizar sin la participación de los padres, sí la notificación requerida para la reunión fue proporcionada.
5. Sí no hay un Plan de Comportamiento en efecto, el Equipo de IEP debe dirigir un Asesoramiento de Comportamiento Funcional para desarrollar un Asesoramiento de Comportamiento de Apoyo Positivo o un Plan de Intervención de Comportamiento.
6. Sí el equipo determina a través del Reviso de Determinación de Manifestación que el comportamiento NO ERA una manifestación de la discapacidad el equipo puede recomendar una expulsión. Sí el equipo determina que el comportamiento SI ERA una manifestación de su discapacidad, el equipo debe recomendar que no se expulse.
7. Estudiantes en educación especial pueden ser recomendados a un Ambiente Educativo Alternativo Interin (IAES) sí cualquiera de los siguiente ha ocurrió en la escuela, en el local de la escuela, o en un acto escolar bajo la autoridad del distrito.
 - Cargo o estuvo en posesión de un arma
 - Conscientemente tuvo posesión o uso drogas ilegales, o solicito la venta de una sustancia controlada
 - Infligió físicamente un daño serio hacia otra persona

8. Si ninguna de las violaciones mencionadas arriba ocurrió, el distrito puede someter una solicitud para la Audiencia del Proceso Legal para pedirle al ALJ (Juez Administrativo de Ley) que ~~ordene~~ ^{ordene} una ubicación del estudiante en un IAES si el distrito demuestra que manteniendo al estudiante en la misma ubicación de la escuela al corriente puede resultar en un daño a si mismo o a otros.
9. Colocación en un IAES no debe exceder 45 días solamente que los padres y el distrito lleguen a un acuerdo a una extensión. Si el año escolar termina antes de que los 45 días se terminen, la ubicación de un IAES puede resumir en el siguiente año escolar para terminar el resto de los 45 días escolares.
10. Un IAES puede incluir instrucción en casa, escuelas alternativas o no publicas.
11. El IAES debe ser planificado y determinado por el equipo del IEP. El IAES debe permitir que el estudiante participe en el currículo general, aunque este en otro ambiente, y continúe recibiendo esos servicios y apoyos descritos en el IEP para cumplir con las metas del IEP. También incluirá servicios y apoyos hacia al comportamiento para que no vuelva a recurrir. Quizá no replique exactamente los programas y servicios que el estudiante estaba recibiendo en la escuela original que estaba asistiendo.
12. Sí el padre no esta de acuerdo con la decisión del IAES, el distrito puede continuar con la ubicación de IAES. El IAES se convierte en la ubicación "stay put" hasta que el ALJ tome una decisión o hasta que los 45 días se venzan, cualquiera que ocurra primero.
13. Si el ALJ determina que removiendo al estudiante del IAES es una violación de la ley, o que el comportamiento era una manifestación de la discapacidad, el ALJ puede ordenar que se regrese al estudiante a su ubicación escolar del cual el o ella fue removido.
14. Si un niño(a) es colocado en una ubicación IAES y el personal de la escuela se propone cambiar la ubicación del niño(a) cuando se venza la ubicación alternativa ínterin, mientras estén pendiente los procedimientos para desafiar el cambio propuesto de la ubicación, el niño(a) debe permanecer en la ubicación que el o ella estaba antes de la IAES.
15. Si un estudiante es un joven de crianza, el trabajador social y el abogado que representa al estudiante deben ser invitados a todas las reuniones, incluyendo la reunión para extender la suspensión, la Revisión de Determinación de la Manifestación y de la Audiencia de Expulsión. El distrito debe dar la notificación por escrito 10 días calendarios de la Audiencia de Expulsión al abogado del estudiante de crianza y el trabajador social para una de las razones discrecionales para la expulsión, y puede dar aviso por razones obligatorias.
16. Si los padres o el distrito somete una Audiencia del Proceso Legal en el asunto de la Determinación de Manifestación o en la ubicación educativa de un estudiante que ha cometido un comportamiento del cual es sujeto a la expulsión o considerado que pudiera ser un daño serio hacia otra persona o si mismo, una Audiencia Apresurada del Proceso Legal debe ser conducida dentro de 20 días escolares de la fecha en que la queja solicitando la audiencia fue sometida. El ALJ debe hacer una determinación dentro de 10 días escolares después de la audiencia.
17. Solo que los padres y el distrito estén de acuerdo por escrito a renunciarlo, una junta de Resolución debe llevarse a cabo dentro de siete días de recibir la Petición para una Mediación y Audiencia Oficial. La Audiencia del Proceso Legal continuara solamente que el asunto se resuelva a la satisfacción de los dos partidos dentro de 15 días del recibo de la queja.
18. Si la agencia educacional local inicia procedimientos de la expulsión, se asegurara que los archivos de educación especial y de la disciplina del estudiante con discapacidad sean transmitidos para consideración por la persona o personas haciendo la determinación final tocante la expulsión.
19. Si la junta directiva de la escuela decide expulsar al estudiante con un IEP que a cometido un acto expulsable que se ha determinado NO ser una manifestación de la discapacidad del estudiante, se llevara a cabo una reunión del IEP. El equipo del IEP determinará como la educación especial y los servicios especificados en el IEP continuaran ser proveído para permitir que el estudiante realice el plan de estudio y logre las metas del IEP.
20. Sí un estudiante con discapacidad es excluido de la transportación en el autobús escolar, y transportación es un servicio necesario dentro de educación especial, el estudiante tiene derecho de que se le proporcione una forma alternativa de transportación sin cobrarle al estudiante o a los padres.

Vea nuestro sito del Internet bajo "Behavior/Suspension and Expulsion" para el de Guía de Suspensión y Expulsión de Estudiantes en Educación Especial.

C. DISCIPLINA DE ESTUDIANTES QUE TODAVIA NO SON ELEGIBLES PARA EDUCACION ESPECIAL

1. Un estudiante que no se ha determinado ser elegible para los servicios relacionados o de de educación especial y es sujeto a removerlo(a) de la escuela por un termino largo puede reclamar todas las

- protecciones del proceso legal que están incluidos en la ley si el distrito tenía conocimiento que el estudiante era un niño(a) con una discapacidad antes de que ocurriera el comportamiento. ^{Artículo 3-L}
2. Se puede considerar que el distrito tiene conocimiento que el estudiante es un niño(a) con discapacidad si:
 - Los padres del niño(a) expresaron preocupación por escrito al personal de supervisión o administrativo, o a un profesor(a), que el estudiante está en necesidad de educación especial y servicios relacionados, o
 - Los padres solicitaron una evaluación, o
 - El profesor(a) u otro personal del distrito expresó preocupaciones específicas sobre un modelo de comportamiento viniendo directamente del estudiante al director de educación especial o otro supervisor en el distrito.
 3. Un distrito no sería considerado de tener conocimiento que el estudiante era un niño(a) con discapacidad si:
 - Los padres no permitieron una evaluación del estudiante, o
 - Los padres rehusaron servicios, o
 - Se ha hecho una evaluación y determinación de que el estudiante no es un niño(a) con discapacidad.
 4. Si el distrito no tiene conocimiento que un estudiante es un niño(a) con una discapacidad antes de tomar medidas disciplinarias hacia el estudiante, el o ella puede ser sujeto a la misma medida de disciplina como es aplicable a todos los estudiantes sin discapacidades.
 5. Si un padre solicita una evaluación de un niño(a) durante el periodo de tiempo en que las medidas disciplinarias son tomadas, la evaluación será conducida en una manera apresurada.
 6. Si el estudiante es determinado ser un niño(a) con discapacidad, tomando en consideración información de la evaluación del distrito y información proporcionada por los padres, el distrito proveerá servicios relacionados y de educación especial.
 7. Tomando en cuenta que los resultados están pendientes de la evaluación, el estudiante puede permanecer en la ubicación educativa determinado por las autoridades de la escuela.
 8. El distrito tiene el derecho de reportar un crimen cometido por un niño(a) con discapacidad a las autoridades apropiadas, y tanto la ley estatal y las autoridades judiciales tienen el derecho de ejercer sus responsabilidades y aplicar la ley federal y estatal para crímenes cometidos por un niño(a) con una discapacidad.

D. DISCIPLINA DE EX ESTUDIANTES DE EDUCACIÓN ESPECIAL - PERMISO DE LOS PADRES REVOCADO

Los estudiantes que fueron elegibles para la educación especial y los servicios relacionados y para quienes el permiso de los padres ha sido revocado fuera del proceso de IEP serán sujetos a los mismos reglamentos disciplinarios que todos los demás estudiantes sin discapacidades en el distrito.

COMITE CONSEJERO DE LA COMUNIDAD (CAC)

El Comité Consejero de la Comunidad del Área del Plan Local de Educación Especial del Condado de Ventura (SELPA) está compuesto de padres de individuos con discapacidades apuntados en escuelas públicas o privadas, padres de otros estudiantes apuntados en la escuela, estudiantes y adultos con discapacidades, maestros de educación especial y otro personal escolar, o representantes de otras agencias públicas y privadas y personas interesadas en las necesidades de los individuos con discapacidades. La mayor parte del CAC está compuesto por padres de estudiantes apuntados en escuelas de SELPA del Condado de Ventura; y la mayor parte de esos padres son padres de individuos con discapacidades.

El CAC acepta como uno de sus propósitos principales mantener una comunicación abierta y amplia entre los administradores de educación especial y toda la comunidad, y al mismo tiempo dirigir información de la comunidad hacia la administración. Una rotación de los miembros del Gabinete de Operaciones (Directores de Educación Especial) sirve como enlace del Gabinete de Operaciones al CAC; y la Superintendente Auxiliar de SELPA representa el Concilio de Reglamentos del Superintendente. Las recomendaciones de prioridad anuales son recibidas y enviadas a estas personas. Información continúa a la agenda del Concilio de Reglamentos del Superintendente apoya la consideración de todos los comentarios del CAC.

Uno de los enfoques principales del CAC es la educación de la comunidad dirigida hacia el conocimiento y la

información sobre la educación especial. Como en grupo, e individualmente en sus comunidades, los miembros del comité del CAC animan a los estudiantes con discapacidades y a sus padres para que participen y tengan más conocimiento tanto de educación especial como de la educación general.

La selección de los miembros del CAC es la responsabilidad del Administrador de Educación Especial de cada Distrito con aprobación, actuando en nombre de la Junta Directiva Local. Los términos están establecidos anualmente escalonando cada dos años, de manera que no más de la mitad de los miembros sirvan el término del primer año en ningún año en particular.

Las reuniones del CAC generalmente se realizan una vez al mes, de octubre a junio, y todas las reuniones son abiertas al público. Se provee guardería infantil gratuita. Para un programa de las reuniones, por favor llame a la oficina de SELPA, o visite nuestro sitio del Internet.

El CAC pone a la disposición varios folletos y libros gratuitos a las familias de estudiantes inscritos en programas de educación especial del Condado de Ventura todos están disponibles en nuestro sitio del Internet en www.venturacountyselva.com o puede ordenar su copia gratis llamando al (805) 437-1560.

- ¿Que es SELPA Exactamente y Que es lo Que Desempeña? - Folleto
- AB3632 (Servicios - Salud de Comportamiento del Condado de Ventura) - Folleto
- Autismo...un diagnostico confuso - Folleto
- Derechos Paternales Sobre Educación Especial - Completo o Abrevado
- Directorio de Recursos Comunitarios de Servicios para Personas con Necesidades Especiales Folleto – por edad:
 - ◆ Niños Chicos (0-5) ◆ Edad Escolar ◆ Transición a Adulto
- Están Preocupados por su niño/niña? (de 3 – 22 años) - Folleto
- Guía Para Los Padres Para Comprobar el Nivel Académico - Folleto
- Hoja Informativa Familiar - Clasificando servicios completamente para ayudarle a ayudar a su hijo/a...¿Centro Regional o escuelas? – Folleto
- Mi niño con necesidades especiales va empezar la escuela intermedia. ¿Cómo podemos prepararnos?
- Servicio de Referencia de Procedimientos de Protección del Departamento de Educación de California – Folleto
- Transición a la Escuela Preparatoria – Una Guía Para Padres de Estudiantes en Educación Especial - Folleto
- Un Guía Para Padres Sobre Educación Especial - Libro
- Un Guía Para Padres Sobre Exámenes de Acontecimiento - Folleto
- Un Guía Para Padres Sobre la Planificación de la Transición – Folleto

Para texto completo del Código de Educación de California relacionado a la educación especial visite <http://www.leginfo.ca.gov/cgi-bin/calawquery?codesection=edc&codebody=&hits=20>.

Para texto completo de la Ley Federal relacionada a la educación especial visite <http://cfr.law.cornell.edu/cfr/cfr.php?title=34&type=chapter&value=3> ???

TERMINOS y SIGLAS QUE USTEDES PUEDEN ENCONTRAR EN EL IEP DE SU HIJO(A):

CAHSEE	Examen de Egreso de la Preparatoria de California – un examen requerido para todos los estudiantes en California para cumplir con los requisitos de graduación.
CAPA	Evaluación Alternativa de Rendimiento de California. Un asesoramiento estatal del nivel del currículo diseñado para estudiantes en un currículo de habilidades funcionales.
Herramienta de Interés para Carrera	Una herramienta utilizada para calibrar los intereses de carrera que el estudiante pueda tener
CCS	Servicios para Niños en California – agencia pública que provee servicios médicos para niños elegibles. Sitio en el Internet: http://www.vhca.org/dos/Program.asp?ProgID=62
Certificado de Logro/Terminación	Para estudiantes que no logran obtener su diploma de la secundaria, este documento refleja que ellos participaron en el curso de estudio y/o lograron sus metas del IEP y su Transición.
Capitulo 26.5 (también conocido como "AB 3632")	Capitulo 26.5 del Código del Gobierno de California. Esta ley aplica al Departamento de Salud Mental de California, Servicios de Salud y Servicios Sociales y los mandatos de las responsabilidades entre agencias para servicios del IEP con las escuelas públicas locales.
CMA	Prueba Modificada de la Evaluación Educativa de California – una prueba alternativa estatal de acontecimiento para algunos estudiantes en educación especial. (No se dará después del 2014)
COE	Oficina del Condado de Educación – Provee servicios para estudiantes con discapacidades
COEDS	Servicios Educativos Colaborativos - Servicios intensivos social/emocional en el hogar a corto plazo y apoyos

	para las familias con estudiantes que reciben ISES.
CST	Pruebas de los Estándares Académicos de California – Prueba Anual de realización en CA. Niveles Currículos del Estado son dados a todos los niños en las escuelas, grados 2-11. (No se dará después del 2014)
DMH	Departamento de Salud Mental – Agencia pública proporcionando servicios de consejería y médicos para personas con disturbios emocionales y enfermedad mental. http://www.vchca.org/bh/index.htm
DOR	Distrito de Residencia – Distrito donde vive el/la niño(a) y la familia
DOS	Distrito de Servicio – Distrito proporcionando los servicios primarios de educación especial
DRDP	Perfil de Resultados Esperados de Desarrollo – Un asesoramiento dado a todos los pre-escolares de edad 3, 4, y 5 dos veces al año para medir el progreso del desarrollo
EDD	Departamento del Desarrollo de Empleo – agencia de California que asiste a personas a obtener empleo
EL	Aprendizaje de Ingles – Un niño(a) que esta aprendiendo Ingles
ELA	Ingles/Artes de Lenguaje
ELD	Desarrollo del Idioma Ingles – Estrategias para asistir a principiantes de Ingles adquirir un nivel académico de Ingles
Plan de Emergencia para el Cuidado de Salud	Un plan que dirige los pasos que se llevan acabo en caso de una emergencia medica
EO	Ingles solamente – Un niño(a) que usa el Ingles como su única idioma
FEP	Habilidad de Ingles Fluido – Un niño(a) con otros idiomas usados en el hogar pero que esta determinado suficientemente capaz en el ingles para participar en la escuela
HAT	Tecnología de Audencia Assistiva
HS	Head Start – Servicios para niños de edad de 3-4 años de bajos ingresos. En el Condado de Ventura, es proveido por una organización sin fines lucrativos, Recursos para el Desarrollo de Niños. http://www.cdofvtaco.org/index.htm
ID	Discapacidades Intelectuales
IIS	Servicios Individualizados Intensivos - Apoyo adicional de un adulto para un estudiante por todo o parte del día escolar.
ISES	Servicios Intensivos Sociales/Emocionales – Servicios de consejería o trabajo social proporcionados por un Terapista Basado en la Escuela.
ISG	Instrucción Individual y de Grupos Pequeños - Servicios de educación especial proporcionados a pre-escolares solamente .
Nivel de Servicio	Nivel de servicio de transportación especial especificado en el IEP Nivel Uno – Lo más seguro y cercas que este accesible a la esquina Nivel dos – dentro de 2 cuadras del hogar/domicilio de servicio Nivel tres – dentro de 1/4 de una milla del hogar/domicilio de servicio Nivel cuatro – dentro de una milla del hogar/domicilio de servicio Nivel cinco – escuela más cercana de su vecindad
LI	Incidencia Baja – Discapacidades que ocurren de vez en cuando estadísticamente en la sociedad incluyendo visual, audencia e impedimentos ortopédicos. Niños con estas discapacidades califican para fondos adicionales para ayudarse con gastos adicionales para las necesidades exclusivas de aparatos y servicios de esta población.
NPA	Agencia No Pública – Agencias certificadas por el Departamento de Educación Especial para proveer servicios de educación especial específicos.
NPS	Escuela No Pública - Escuelas certificadas por el Departamento de Educación Especial para proveer servicios de educación especial específicos.
Estándar de Retención y Promoción	Normas para el progreso del currículo preparado por el distrito para la promoción entre ciertos niveles de grado. Consulte las pólizas de su distrito.
RC	Centro Regional – Provee apoyo a las personas con discapacidades del desarrollo de todas las edades. http://www.tri-counties.org
Servicios Relacionados	Servicios especializados para asistir al estudiante para acceso a su programa de educación especial.
RFEP	Reclasificado Proficiente Dominante en Ingles – Un niño(a) que fue principiante en Ingles, pero que ha cumplido guías reclasificadas según la póliza del distrito
SAI	Instrucción Académica Especializada adaptar el contenido, metodología o instrucción para ayudar a un estudiante con discapacidades acceder el currículo básico.
SBAC	Consortio de Smarter Balanced Assessment - Prueba de nivel estatal se administra anualmente a todos los niños en las escuelas de California, evaluando los logros en los estándares básicos comunes.
SDAIE	Instrucción Académico Especialmente Diseñado en Ingles – Estrategias para ayudar a los principiantes de habla Ingles tener acceso al contenido completo presentado en Ingles.
SELPA	Area del Plan Local para Educación Especial – Un consorcio regional de distritos escolares para facilitar la provisión de los servicios de educación especial a todos los niños en los distritos dentro de SELPA
Habilidades/Herramientas de Aptitud	Herramientas para asesorar las fortalezas y habilidades de los estudiantes hacia trabajos/carreras específicas
SLD	Discapacidad de Aprendizaje Especifico. Una discapacidad caracterizada por mal funcionamiento en una o mas áreas académicas tocante al desorden del proceso psicológico
Instrucción Especializado Académico (SAI)	Adaptando el contenido, método o instrucción para asistir al estudiantes con discapacidades para tener acceso al currículo completamente.

Plan de Servicios del Cuidado de Salud Especializado Físicamente	Un plan desarrollado por un doctor para cumplir las necesidades única de salud o medica de un estudiante Appendix 3-L
TPP	Proyecto de Compañerismo de Transición – Una colaboración entre ciertas escuelas – el Departamento de Rehabilitación provee el desarrollo de una carrera y transición a los servicios para la vida adulta.
Revisión de Cada tres años	Una revisión de todas las áreas para la discapacidad sospechada de un estudiante para determinar elegibilidad continua como también la necesidad para servicios de educación especial y servicios relacionados y apoyos.
WRK – Servicios de WorkAbililty	Servicios de preparación para una carrera basados en una escuela.

**Derechos Paternales y Procedimientos de Protección para la Educación Especial –
Resumen Abreviado**

NOTA: *Este aviso es un resumen abreviado de sus derechos conforme a la ley estatal y federal. Una descripción más extensa de estos derechos está disponible en nuestro Sitio Web. Estos derechos son garantizados bajo el Acta para Individuos con Incapacidades (IDEA) – PL 108-446 y el Código de Educación de California relacionado. Póngase en contacto con su distrito escolar o vea nuestro Sitio Web para los Derechos de Padre/Estudiante Adulto completos.*

INTRODUCCIÓN: Este documento es para los padres de estudiantes entre 3 y 18 años que están siendo considerados para o están recibiendo servicios de educación especial. Estos derechos se aplican a todos los padres adoptivos y padres de sustituto (designado por el Distrito escolar) actuando de parte de un estudiante de educación especial o un estudiante siendo considerado para la educación especial. Esto es su Aviso de Salvaguardas Procesales. (Póngase en contacto con el SELPA para sus derechos si su niño es menor de 3 años) Se le darán estos derechos una vez al año, también sobre la referencia inicial, en la evaluación, y si usted archiva un Aviso de Queja del Proceso Legal Correspondiente.

Hay muchas personas en el distrito escolar ("el distrito") de su niño y el Area del Plan Local de Educación Especial (SELPA) quienes pueden contestar preguntas sobre la educación de su niño y preguntas que usted puede tener en cuanto a sus derechos. Cuando usted tiene una preocupación, es importante que usted se ponga en contacto con los maestros de su niño o administradores para hablar de cualquier problema que usted ve. Esta conversación informal muchas veces soluciona el problema y ayuda a mantener la comunicación abierta.

Padres Sustitutos: Un padre sustituto puede ser designado por el distrito para representar a un estudiante con una incapacidad cuando un padre no puede ser identificado o localizado, o cuando el niño es pupilo de la corte y/o los derechos educativos del padre han sido retirados por un tribunal de justicia. Un padre sustituto puede ejercer todos los derechos de un padre biológico en asuntos de registros educativos y en tomar decisiones.

Participación Paternal: Usted tiene el derecho de referir a su niño para servicios de educación especial, participar en el desarrollo del Programa Individualizado Educativo (IEP), y ser informado de todas las opciones de programas y alternativas, tanto públicas como no públicas, por el Plan Local y los Graphics de Interdistrital. Deben darle la oportunidad de participar en cualquier reunión en la cual se harán decisiones en cuanto al programa de educación especial de su niño, incluyendo reuniones sobre la identificación, la evaluación, la ubicación educativa y/o otros asuntos que se relacionan con la educación de su niño. Usted debe ser notificado con tiempo suficiente para que usted tenga la oportunidad de asistir.

Usted puede designar a otro adulto para representarle en la reunión del IEP y otras reuniones, dando un aviso por escrito. Usted puede designar a un representante para una junta solamente indicándolo en la noticia de Reunión del IEP, o para un término extensivo llenando la forma "Designación de Representante Educativo." (En nuestro Sitio Web "IEP/Pre-IEP")

Aviso Escrito: Usted tiene el derecho de recibir el aviso por escrito, en su lengua materna, cuando el distrito propone o rechaza iniciar un cambio en la identificación, la evaluación o la ubicación educativa de su niño. Se puede dar vía el IEP o por forma separada. El aviso incluirá una descripción de la acción propuesta o rechazada por el distrito, una explicación de por qué el distrito propone o rechaza tomar la acción, una descripción de cualquier otra opción que el distrito consideró y los motivos por qué aquellas opciones fueron rechazadas. Esto también incluirá una descripción de cada procedimiento de evaluación, prueba, registro, o reporte que el distrito uso como una base para la acción propuesta o rechazada, una descripción de cualquier otro factor que es relevante a la proposición del distrito o el rechazo, y una declaración sobre sus derechos.

Consentimiento: Usted debe proporcionar el consentimiento informado por escrito antes de que su niño sea individualmente evaluado o proveído con cualquier servicio de educación especial. También debe proporcionar el consentimiento antes de que cualquier cambio de servicios de educación especial pueda ocurrir. Usted puede revocar su consentimiento en cualquier momento, pero esto no anula una acción que ya haya ocurrido. Si su niño está siendo reevaluado, el distrito puede conducir la evaluación sin su consentimiento si usted ha fallado en responder a los intentos del distrito de conseguirlo.

Los derechos de Rechazo: Usted puede rechazar el consentimiento para una evaluación o la ubicación de su niño en la educación especial. El distrito no puede perseguir el Proceso Legal Correspondiente sobre la cuestión de ubicación inicial de su niño en la educación especial.

Revocando el Consentimiento: En cualquier momento después de la provisión inicial de educación especial y servicios relacionados, usted el padre, o un estudiante adulto, puede revocar el consentimiento para que su hijo reciba servicios de educación especial. Deberá ponerlo **por escrito**. Si decide hacerlo, su hijo será egresado de **todos** los servicios de educación especial y apoyos. El distrito no seguirá prestando los servicios, pero debe darle un aviso por escrito antes de suspenderlos indicando la fecha que estos terminarían. No se convocará una reunión de IEP. El distrito no puede usar los procedimientos de mediación o el proceso legal para obtener un acuerdo o decisión que los servicios deben de ser prestados. Si revoca su consentimiento para los servicios de educación especial, el distrito no está obligado a modificar los registros educativos de su hijo para eliminar cualquier referencia(s) sobre la educación especial y servicios relacionados. Además, si revoca su consentimiento para servicios de educación especial, su hijo será sujeto a los mismos reglamentos disciplinarios que cualquier otro estudiante en educación general en el distrito.

Evaluación: Su niño debe ser evaluado para la educación especial usando métodos que no son prejuiciosos o discriminatorios, basado en la cultura, la identidad étnica, el género o la discapacidad. Las pruebas serán administradas en la lengua materna o el modo de comunicación de su niño, a menos que claramente no es posible hacerlo. Ningún procedimiento de evaluación único será usado como el criterio exclusivo para determinar la elegibilidad y plan para su niño. Los asesores serán calificados. Usted debe firmar el Plan de Evaluación para iniciar la evaluación. Exámenes de Visión y audición serán conducidos a los intervalos especificados en el Código de Educación de California y/o dentro de un año de reevaluación, a menos que el padre niega el permiso.

Evaluaciones Independientes Educativas (IEE): Usted puede solicitar una IEE para su niño a costo público, si usted no está de acuerdo con una evaluación conducida por el distrito en un plazo de no más de dos años. Sin embargo, si el distrito no está de acuerdo que un IEE es necesario, tiene el derecho de solicitar una Audiencia del Proceso Legal Correspondiente para demostrar que su evaluación es apropiada. Si el distrito prevalece en la Audiencia de Debido Proceso, usted todavía tiene el derecho a una IEE, pero no a costo público. Cualquier IEE (independientemente de quien paga) debe ser considerado por el Equipo de IEP. IEE debe cumplir con los requisitos de ubicación, cualificaciones, costos, y los instrumentos de evaluación establecidos por SELPA. Si el distrito observa a su niño en su clase durante una evaluación, o si hubieran permitido al distrito observar a su niño, también deben permitir a un individuo que conduce un IEE observar a su niño en la clase. Si el distrito propone una nueva escuela para su niño y un IEE está siendo conducido, deben permitir al asesor independiente primero observar a su niño en la nueva ubicación propuesta. Vea www.venturacountyselpa.com/ "Información en Español" un paquete de información para los padres acerca de las IEE.

Programa de Educación Individualizado (IEP): Una reunión de IEP será sostenida dentro de 60 días calendarios (excluyendo vacaciones de la escuela de más de 5 días) de la fecha que el distrito recibió el Plan de Evaluación firmado. Puede asistir en persona, o por teleconferencia si todos están de acuerdo. Cualquier resultado de evaluación será compartido con usted, y se le dará una copia por escrito. Usted tiene el derecho de ser un miembro participante del equipo de IEP, y proporcionarán a un intérprete si usted lo necesita. Otros miembros del equipo incluirán: un administrador u otro representante calificado del distrito; un maestro de educación general; un maestro de educación especial o especialista; cualquier persona que ha conducido la evaluación; y el estudiante, si se va a hablar sobre la transición a la vida adulta. Un miembro requerido del equipo de IEP cuya área no será discutida se puede excusar de toda o parte de la reunión con su permiso (y el del distrito) por escrito. Si usted y el distrito están de acuerdo, un miembro cuya área será discutida también se puede excusar de toda o parte de la reunión pero debe presentar un informe escrito antes de la reunión. Los padres y el distrito tienen el derecho de grabar en cinta de audio la reunión del IEP dando 24 horas de noticia del intento de grabar. Si el distrito inicia el intento de grabar y el padre se opone o rehúsa asistir, la junta no será grabada por cualquier partido.

Transición: Empezando el año del IEP antes de que su niño cumpla los 16 años, el IEP dirigirá la transición a la vida adulta. Deben invitar a su niño a participar, y un plan debe ser desarrollado para dirigir sus sueños e intereses para resultados para la vida después de la escuela secundaria. Objetivos y servicios serán desarrollados para dirigir los resultados, así como conexiones a proveedores de servicios a adultos, si son necesarios. Antes de que su hijo/hija cumpla los 17 años, él/ella debe ser informado que todos los derechos de educación especial se trasladarán a él o ella cuando cumpla los dieciocho años.

El acceso a los registros educativos y otros derechos relacionados con registros: Usted tiene el derecho de revisar, repasar, y obtener copias de los registros educativos de su niño. Deben proporcionarlos dentro de 5 días laborales de su petición. El distrito puede cobrarle gastos actuales por las copias. Usted tiene el derecho de cuestionar documentos en el registro. Los oficiales del distrito escolar pueden divulgar información educativa confidencial a un trabajador de casos de agencia o otro representante de un estado o agencia de bienestar infantil local o la organización tribal que tiene la responsabilidad legal por el cuidado y la protección del estudiante, sin el permiso del padre.

Uso de Beneficios Públicos de Medicaid/MediCal: Usted debe dar su consentimiento antes de que el distrito pueda acceder a los beneficios de MediCal de su hijo para pagar por ciertos servicios relacionados con la educación especial. El distrito no tiene que pedir su permiso de nuevo a menos que el tipo, costo o cantidad de servicios cambie. Si el distrito accede los beneficios de MediCal de su hijo, no habrá ningún costo a usted o impacto en la cobertura de su hijo de cualquier manera.

Suspensión, colocación alternativa y la expulsión de los Estudiantes de Educación Especial: Para los primeros diez días (acumulativos en un año escolar), un estudiante de educación especial puede ser suspendido de la misma medida que los estudiantes sin discapacidades. Una suspensión de cualquier parte de un día escolar cuenta como un día de suspensión, pero la suspensión dentro de la escuela con el acceso a los servicios de educación especial no cuenta. Para la primera vez de un incidente de ciertos tipos de comportamientos [(EC Sección 48900 (f) - (r)], los administradores escolares deben utilizar alternativas a la suspensión.

Si el distrito propone suspender a su niño por más de 10 días, y las suspensiones han causado un cambio de ubicación, una reunión de IEP llamada "la Determinación de Manifestación" será convocada. Si es determinado que el comportamiento era un resultado del fracaso del distrito de poner en práctica el IEP o fue causado por, o tenía una relación directa y sustancial a la discapacidad de su niño, deben tomar pasos antes de continuar a suspender al estudiante. Para suspensiones en exceso de diez días que causaron un cambio de ubicación, el distrito debe seguir proporcionando servicios de educación especial durante la suspensión.

En casos que implican armas, drogas, o daños corporales serios, el distrito puede ubicar a su niño en un Ambiente Alternativo Educativo (AES) por 45 días escolares mientras se hacen decisiones. Mientras en el AES, él/ella debe seguir participando en el plan de estudios de educación general y recibir los servicios de educación especial especificados en el IEP.

En casos en los cuales su niño está siendo considerado para la expulsión, el distrito convocará una reunión de IEP de Determinación de Manifestación. Si es determinado que la mala conducta no fue causada por o un resultado directo de la discapacidad de su niño, o del fracaso del distrito de poner en práctica el IEP, el director puede recomendar la expulsión a la junta directiva de la escuela.

Proceso Legal Correspondiente: Usted tiene el derecho a la ayuda en la resolución de los conflictos que pueden surgir en cuanto a cuestiones de educación especial. Si usted y el distrito están involucrados en una resolución de disputa sobre una cuestión, esto no necesariamente significa que alguien es culpable. Esto significa que hay un desacuerdo acerca de lo que es mejor para su niño. Usted puede participar en "Mediación Solamente." Este es un proceso voluntario, fuera del tiempo cronológico, en cual abogados no pueden estar presentes. La forma para "Mediación Solamente" esta en nuestro sitio Web. Si elige empezar el Proceso Legal Correspondiente, necesita presentar una Petición para una Mediación y Audiencia Oficial, declarando una descripción del problema, incluyendo hechos, y una resolución propuesta al problema. Puede hacer esto no más de dos años después de que surgió la cuestión bajo disputa. (Desde octubre 9, 2006). La Petición deber ser enviado a la Oficina Administrativa de Audiencias (OAH) (el domicilio está en la página 3) con una copia al distrito. La forma está disponible en nuestro Sitio Web (en lo alto de este documento). El distrito tiene 10 días para enviarle un Aviso Escrito descrito arriba, o enviar una Respuesta de Otro Partido que intenta resolver la cuestión. El OAH le informará dentro de 15 días si no hay bastante detalle en su aviso. Cuando usted presente la Petición para una Mediación y Audiencia Oficial, su niño "se quedará puesto" en el último programa acordado hasta que la cuestión sea resuelta.

Sesión de Resolución: Al recibir su aviso, el distrito programará una Sesión de Resolución dentro de 15 días. La Sesión de Resolución es un modo informal de intentar resolver el conflicto y puede ser facilitada por un partido neutro fuera del distrito. Usted tiene tres días para rescindir cualquier acuerdo hecho en una Sesión de Resolución. El período de Sesión de Resolución es 30 días y precede la iniciación de Mediación/Audiencia del Proceso Legal Correspondiente.

Mediación: Como parte del Proceso Legal Correspondiente, puede solicitar la Mediación. La mediación implica el empleo de un mediador imparcial que es designado por el OAH. Participación en la mediación no retrasará el tiempo cronológico de la Audiencia del Proceso Legal Correspondiente.

Tanto las Sesiones de Resolución como la Mediación son métodos informales y no-adversarios, diseñados para ser conducidos sin un abogado, pero si usted trae a un abogado el distrito también puede.

Audiencia del Proceso Legal Correspondiente: Usted tiene el derecho a una Audiencia del Proceso Legal Correspondiente si todavía hay desacuerdos relacionados a los servicios de educación especial para su niño. Usted también tiene el derecho de tener a un abogado, partidario, y/o el estudiante presente en la Audiencia del Proceso Legal Correspondiente y hacer la audiencia pública. Bajo ciertas condiciones, el Juez de Derecho Administrativo puede conceder el reembolso de los honorarios del abogado y/o honorarios pagados a instituciones no públicas por

usted en la resolución de un caso. Bajo ciertas otras condiciones, el juez puede reducirle o completamente negarle el reembolso de honorarios del abogado y/o honorarios para instituciones no públicas. La Audiencia del Proceso Legal Correspondiente resultará en conclusiones escritas del juez 45 días antes de la terminación del período de Sesión de Resolución de 30 días. Usted tiene el derecho de apelar la decisión de la Audiencia del Proceso Legal Correspondiente al tribunal federal como una acción civil. La apelación debe ser solicitada entre 90 días del la decisión.

Niños que Asisten Escuelas Privadas: Niños que son matriculados por sus padres en escuelas privadas pueden remitirse al distrito en el cual ellos viven para la evaluación de educación especial. De ser elegible, el equipo de IEP ofrecerá una educación apropiada pública gratuita al niño. Sin embargo, si usted decide seguir la asistencia de su niño en la escuela privada, sus derechos sumamente serán limitados. En algunos casos, ofrecerán servicios muy limitados vía un Plan de Servicio Individual, según las directrices del distrito en el cual la escuela privada es localizada. Usted tendría el derecho al reembolso de los costos de la escuela privada sólo si un oficial de audiencia o un tribunal determina que su distrito no le hizo disponible una educación apropiada pública gratuita.

Ubicación Paternal en una Escuela No Pública: Una escuela no pública es una escuela privada que es certificada por el estado para proporcionar servicios de educación especial. El distrito pagará el costo de la escuela no pública sólo si el equipo de IEP está de acuerdo que la ubicación es necesaria para ofrecer una educación pública gratuita y adecuada. Si usted tiene la intención de ubicar a su niño en una escuela no pública, usted debe dar aviso al distrito. El distrito puede iniciar el Debido Proceso sobre la idoneidad de la colocación. El costo del reembolso puede ser reducido o negado por un oficial de la audiencia si: 1.) Usted no le informó al equipo del IEP en la reunión más reciente del IEP que usted rechazaba la colocación propuesta y la intención de inscribir a su hijo en una escuela privada. 2.) Dentro de 10 días hábiles antes de retirar a su hijo de la escuela pública no le informó al distrito por escrito. 3.) El distrito le informó de su intención de evaluar, pero usted no hizo disponible a su hijo. 4.) Un juez determina sus acciones irrazonables.

Escuelas Especiales Estatales: Las escuelas especiales estatales prestan servicios a los estudiantes que son sordos, duros de oído, ciegos, deficiencia visual, o sordo-ciegos en cada una de sus tres instalaciones: Las Escuelas de California para Sordos se encuentran en Fremont y Riverside y la Escuela de California para los Ciegos se encuentra en Fremont. Programas residenciales y escolares diurnos son ofrecidos a los estudiantes desde la infancia hasta los 21 años de edad en ambas escuelas estatales para los sordos y de 5 hasta los 21 años de edad en la Escuela de California para los Ciegos. Las escuelas especiales estatales también ofrecen servicios de evaluación y asistencia técnica. Para más información sobre estas, visite el Departamento de Educación de California al sitio de red www.cde.ca.gov/sp/ss/ o solicite más información de los miembros del equipo del IEP.

Quejas: Si usted cree que el distrito ha violado la ley, usted puede archivar una queja con el distrito, según sus "procedimientos de queja uniformes." Si no está satisfecho, o si usted escoge no archivar con el distrito, usted puede archivar una queja con el Departamento de Educación de California (CDE). El CDE debe investigar la queja y publicar un informe escrito de las conclusiones dentro de 60 días. La forma de queja es localizada sobre nuestro Sitio Web (arriba).

Para obtener más información sobre sus derechos paternales, o para presentar una queja, póngase en contacto con:

California Department of Education
Special Education Division
Procedural Safeguards Referral Service
Attn: PSRS Intake
515 L Street, Suite 270
Sacramento, CA 95814
Teléfono: (800) 926-0648
Fax (916) 327-3704
<http://www.cde.ca.gov/spbranch/sed>

Para presentar un Petición para una Mediación y Audiencia Oficial. póngase en contacto con:

State of California, Office of Administrative Hearings
Special Education Division
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA, 95833
Telephone: (916)263-0880
Fax (916)263-0890

COMITÉ CONSEJERO DE LA COMUNIDAD (CAC)

El SELPA convoca un Comité Consejero de la Comunidad con el objetivo de mantener un flujo de comunicación entre la Administración de Educación Especial y la comunidad. Las reuniones generalmente son sostenidas una vez al mes, septiembre a junio, y están abiertas al público. Proporcionan cuidado de niños gratis, si se reserva una semana por adelantado.

El CAC hace disponibles varios folletos y libros gratis a las familias de estudiantes matriculados en programas de educación especial en SELPA del Condado de Ventura. Todos están disponibles en nuestro Sitio Web www.venturacountyselpa.com o pueden ordenar gratis llamando al (805) 437-1560.

- AB 3632 – Como Ayuda Con Los Servicios de Salud Mental - *Folleto*
- ¿Está Preocupado Respecto a su Niño(a)? (desde los 3 hasta los 22 años, inglés/español) - *Folleto*
- Directorio de Recursos para la Comunidad – Programas y Servicios Para Familias de Estudiantes Matriculados en Educación Especial (inglés/español) - *Libro*
- Directorio de Recursos de Servicios Para Adultos (Prospectos y servicios de programas de Educación Especial a Vida de Adultos para estudiantes en transición) (inglés/español) – *Libro*
- Mi niño con necesidades especiales va a empezar la escuela intermedia. ¿Cómo podemos prepararnos?
- ¿Qué es SELPA Exactamente y Qué es lo Que Desempeña?
- Recursos Comunitarios Para Familias de Pequeños (inglés/español) - *Libro*
- Servicio de Referencia de Garantías Procesales - *Folleto*
- Transición a la Escuela Preparatoria – Una Guía Para Padres de Estudiantes en Educación Especial - *Folleto*
- Una Guía Para Padres a la Educación Especial (inglés/español) - *Libro*
- Un Guía Para Padres Para la Planificación de la Transición (inglés/español) - *Folleto*

TERMINOS y SIGLAS QUE USTEDES PUEDEN ENCONTRAR EN EL IEP DE SU HIJO(A):

CAHSEE	Examen de Egreso de la Preparatoria de California – un examen requerido para todos los estudiantes en California para cumplir con los requisitos de graduación.
CAPA	Prueba Alternativa de Rendimiento de California. Un asesoramiento estatal del nivel del currículo diseñado para estudiantes en un currículo de habilidades funcionales.
Herramienta de Interés para Carrera	Una herramienta utilizada para calibrar los intereses de carrera que el estudiante pueda tener
CCS	Servicios para Niños en California – agencia pública que provee servicios médicos para niños elegibles. Sitio en el Internet: http://www.vhca.org/dos/Program.asp?ProgID=62
Certificado de Logro/Terminación	Para estudiantes que no logran obtener su diploma de la secundaria, este documento refleja que ellos participaron en el curso de estudio y/o lograron sus metas del IEP y su Transición.
CMA	Prueba Modificada de la Evaluación Educativa de California – una prueba alternativa estatal de acontecimiento para algunos estudiantes en educación especial.
COE	Oficina del Condado de Educación – Provee servicios para estudiantes con discapacidades
CST	Pruebas de los Estándares Académicos de California – Prueba Anual de realización en CA. Niveles Currículos del Estado son dados a todos los niños en las escuelas, grados 2-11
DMH	Departamento de Salud Mental – Agencia pública proporcionando servicios de consejería y médicos para personas con disturbios emocionales y enfermedad mental. http://www.vhca.org/bh/index.htm
DOR	Distrito de Residencia – Distrito donde vive el/la niño(a) y la familia
DOS	Distrito de Servicio – Distrito proporcionando los servicios primarios de educación especial
DRDP	Perfil de Resultados Esperados de Desarrollo – Un asesoramiento dado a todos los pre-escolares de edad 3, 4, y 5 dos veces al año para medir el progreso del desarrollo
EDD	Departamento del Desarrollo de Empleo – agencia de California que asiste a personas a obtener empleo
EL	Aprendizaje de Ingles – Un niño(a) que esta aprendiendo Ingles
ELA	Ingles/Artes de Lenguaje
ELD	Desarrollo del Idioma Ingles – Estrategias para asistir a principiantes de Ingles adquirir un nivel académico de Ingles
Plan de Emergencia para el Cuidado de Salud	Un plan que dirige los pasos que se llevan a cabo en caso de una emergencia medica
EO	Ingles solamente – Un niño(a) que usa el Ingles como su única idioma
FEP	Habilidad de Ingles Fluido – Un niño(a) con otros idiomas usados en el hogar pero que esta determinado suficientemente capaz en el ingles para participar en la escuela
HAT	Tecnología Asistiva Auditiva
HS	Head Start – Servicios para niños de edad de 3-4 años de bajos ingresos. En el Condado de Ventura, es proveído por una organización sin fines lucrativos, Recursos para el Desarrollo de Niños. http://www.cdofvtaco.org/index.htm
ID	Discapacidades Intelectuales
Servicios Individualizados Intensivos (IIS)	Apoyo adicional de un adulto para un estudiante por todo o parte del día escolar.
ISES	Servicios Intensivos Sociales/Emocionales – Servicios de consejería o trabajo social proporcionados por un Terapeuta Basado en la Escuela.
ISG	Instrucción Individual y de Grupos Pequeños - Servicios de educación especial proporcionados a pre-escolares solamente .
LOS	Nivel de servicio de transportación especial especificado en el IEP Nivel Uno – Lo más seguro y cerca que este accesible a la esquina Nivel dos – dentro de 2 cuadras del hogar/domicilio de servicio Nivel tres – dentro de 1/4 de una milla del hogar/domicilio de servicio

	Nivel cuatro – dentro de una milla del hogar/domicilio de servicio Nivel cinco – escuela más cercana de su vecindad Appendix 3-L
LI	Incidencia Baja – Discapacidades que ocurren de vez en cuando estadísticamente en la sociedad incluyendo visual, audición e impedimentos ortopédicos. Niños con estas discapacidades califican para fondos adicionales para ayudarse con gastos adicionales para las necesidades exclusivas de aparatos y servicios de esta población.
NPA	Agencia No Pública – Agencias certificadas por el Departamento de Educación Especial para proveer servicios de educación especial específicos.
NPS	Escuela No Pública - Escuelas certificadas por el Departamento de Educación Especial para proveer servicios de educación especial específicos.
Estándar de Retención y Promoción	Normas para el progreso del currículo preparado por el distrito para la promoción entre ciertos niveles de grado. Consulte las pólizas de su distrito.
RC	Centro Regional – Provee apoyo a las personas con discapacidades del desarrollo de todas las edades. http://www.tri-counties.org
Servicios Relacionados	Servicios especializados para asistir al estudiante para acceso a su programa de educación especial.
RFEP	Reclasificado Proficiente Dominante en Inglés – Un niño(a) que fue principiante en Inglés, pero que ha cumplido guías reclasificadas según la póliza del distrito
SAI	Instrucción Académica Especializada adaptar el contenido, metodología o instrucción para ayudar a un estudiante con discapacidades acceder el currículo básico.
SDAIE	Instrucción Académico Especial Diseñado en Inglés – Estrategias para ayudar a los principiantes de habla Inglés en obtener contenido completo presentado en Inglés.
SELPA	Area del Plan Local para Educación Especial – Un consorcio regional de distritos escolares para facilitar la provisión de los servicios de educación especial a todos los niños en los distritos dentro de SELPA
Habilidades/Herramientas de Aptitud	Herramientas para asesorar las fortalezas y habilidades de los estudiantes hacia trabajos/carreras específicas
SLD	Discapacidad de Aprendizaje Específico. Una discapacidad caracterizada por mal funcionamiento en una o mas áreas académicas tocante al desorden del proceso psicológico
Plan de Servicios del Cuidado de Salud Especializado Físicamente	Un plan desarrollado por un doctor para cumplir las necesidades única de salud o medica de un estudiante
TPP	Proyecto de Compañerismo de Transición – Una colaboración entre ciertas escuelas – el Departamento de Rehabilitación provee el desarrollo de una carrera y transición a los servicios para la vida adulta.
Reevaluación/Revisión de Cada tres años	Una revisión de todas las áreas para la discapacidad sospechada de un estudiante para determinar elegibilidad continúa como también la necesidad para servicios de educación especial y servicios relacionados y apoyos.
WRK – Servicios de WorkAbility	Servicios de preparación para una carrera basados en una escuela.

SELPA del Condado de Ventura

DERECHOS SOBRE LA EDUCACIÓN ESPECIAL DEL ESTUDIANTE ADULTO

Este es un resumen de los derechos bajo la ley estatal y federal proveído a los estudiantes quienes califican para recibir servicios de educación especial. Una descripción más extensa de estos derechos está disponible en la oficina de educación especial del distrito escolar o en la oficina de SELPA del Condado de Ventura, (805) 437-1560.

¡OBTENDRAS ESTOS DERECHOS EN CUANTO CUMPLAS 18 AÑOS!

1. Tú tienes el derecho a una educación pública gratuita apropiada (FAPE) hasta el fin del semestre en cual cumplas 22, o hasta que te gradúes, o lo que ocurra primero.
2. Tienen que darte la oportunidad de participar en cualquier reunión en donde se van a discutir las decisiones referente a tus servicios de educación especial, incluyendo tu IEP (Programa Educativo Individualizado). Las siguientes personas deben estar en asistencia en tu reunión, a menos que tú y el distrito acuerdan en excusarlos: un representante del distrito escolar, un maestro de educación general y un educador de educación especial.
3. Tienes el derecho de recibir una notificación escrita, en tu idioma nativo, cuando el distrito escolar desea discutir un cambio en tus servicios de educación especial.
4. Si deseas dejar de recibir educación especial y servicios relacionados, necesitas notificar al distrito por escrito, y descontinuaran los servicios. Una reunión del IEP no es necesaria. Esto puede terminar su programa escolar.
5. Tienes el derecho a ver, revisar y obtener copias de tu expediente educativo, y a que te expliquen los registros. Un cierto número de años después de que egreses de la educación pública, tus documentos educativos serán destruidos.
6. Tienes el derecho de una audiencia de proceso legal a fin de resolver los desacuerdos relacionados a tu educación.
7. Un estudiante con una discapacidad tiene derechos específicos cuando está considerado para la suspensión de diez días o más, o de la expulsión.

Firma del estudiante

Fecha

Edad en la fecha que firmó: _____

For Staff Only:
Date Received _____

ASSESSMENT PLAN

- Initial Evaluation
 - Triennial Review
 - Other
- Appendix 3-M

Ventura County Special Education Local Plan Area (SELPA)

Student Name _____ D.O.B. _____ Age _____ Grade _____ Date _____
 Parent/Guardian/Surrogate Name _____ Address _____
 Phone(s) Home _____ Cell _____ Work _____ Email _____
 School _____ ID# _____ EL Status _____ Primary Language _____

REASON FOR ASSESSMENT/AREAS OF CONCERN

For Initial Evaluations only

Referral Source _____ Date Referred _____
 School years interventions were provided in general education _____

The following assessments are proposed to assist in determining your child's educational needs. All assessments will be given by appropriately qualified personnel. The assessment will be in the areas checked below and may include pupil observation in a group setting, classroom work samples, district or statewide group assessments, individualized testing, teacher interview(s) and an interview with you. It also may include a review of reports you have authorized us to request or that already exist in current records. Assessments will be non-discriminatory, and alternative means of assessment may be used in situations when standardized assessments are inappropriate. Within 60 days of receipt of this signed assessment plan, an Individualized Education Program (IEP) team meeting will be held. You will be invited to attend and review assessment results and participate in determining your child's educational needs and eligibility for special education services.

PRE-ACADEMIC/ACADEMIC ACHIEVEMENT: Special Education Teacher Early Childhood Specialist Other: _____
Purpose: To determine current reading, writing, and math skills or pre-academic skills such as matching or sorting.

SOCIAL/EMOTIONAL BEHAVIOR: Psychologist Behavior Specialist Intensive School-Based Therapist
 Other: _____
Purpose: To evaluate how the student handles feelings and emotions and how he/she gets along with other people.

SELF HELP/ADAPTIVE SKILLS: Psychologist Special Education Teacher Other: _____
Purpose: To evaluate how the student functions in daily life activities needed in the educational setting.

MOTOR SKILLS DEVELOPMENT: Occupational Therapist Physical Therapist Adapted Physical Education Specialist
 Psychologist Early Childhood Specialist Other: _____
Purpose: To evaluate small and large motor functioning and/or psycho-motor skills related to access and performance in the educational environment.

LANGUAGE/SPEECH/COMMUNICATION DEVELOPMENT: Speech-Language Pathologist Early Childhood Specialist
 Other: _____
Purpose: To determine an individual's ability to understand, relate to, and use language and speech clearly and appropriately.

INTELLECTUAL DEVELOPMENT: Psychologist Early Childhood Specialist Other: _____
Purpose: To determine how well individuals remember what they have seen and heard, how well they can use that information to solve problems, and to assist in predicting the student's learning rate. Verbal and performance instruments may be used as appropriate.

HEALTH ASSESSMENT: School Nurse Audiologist Other: _____
Purpose: To evaluate developmental patterns and current health status as they relate to school functioning.

VOCATIONAL/PREVOCACTIONAL: Special Education Teacher Psychologist Other: _____
Purpose: To determine the individual's interests and aptitudes as related to future job and/or career.

OTHER: Deaf/Hard of Hearing Functional Behavior Assessment Assistive Technology Augmentative/Alternative Communication
 Functional Vision Orientation & Mobility Special Circumstances Paraprofessional Other _____
 Responsible Personnel: _____

If you have any questions contact: _____
Name/Title Phone/Email

PARENTAL CONSENT FOR PUPIL ASSESSMENT

I understand the purpose of the proposed Assessment Plan and have received a copy of my Parent Rights. I authorize the use of a suitable interpreter or prerecorded tests in my child's primary language as appropriate. I further understand that no Individualized Education Program will result from this assessment without my consent. The box(es) checked below indicate my decision(s).

Yes, I give my permission to conduct the assessment as described above and will make my child available for the assessment. I understand that assessment cannot begin until a copy of this form has been signed and returned.

If yes, check any that apply:

- I give permission to the school district to bill the LEA Medi-Cal Billing Option Program for this assessment, if applicable. (Income from this program is used by the district to offset costs of providing special education services and will not affect the child's individual benefits.)
- Please consider the following Independent Educational Evaluation report(s) as part of the assessment process: _____
- No**, permission is denied.

Please sign and return, keeping one copy for your records.

 Parent/Legal Guardian/Adult Student/Person Acting as Parent (Specify) Telephone Number Date

For more information about special education and your rights contact your district special education office or visit the Ventura County SELPA website at www.venturacountyselfpa.com

Copy to: District Office Cumulative File Case Manager Parent/Adult Student Related Services

**Ventura County Special Education Local Plan Area
Prior Written Notice to Parent of Action
Proposed or Refused by School District
(300.503 – Code of Federal Regulations)**

Date: _____

District: _____

Student's Name: _____

Parent (s): _____

This notice is to inform the parent(s) of the above named student regarding the school district's:

Proposal to initiate or change the:

- Identification
- Evaluation
- Educational Placement
- Provision of a free appropriate public education to your child

Refusal of your request to initiate or change the:

- Identification
- Evaluation
- Educational Placement
- Provision of a free appropriate public education to your child

1. Description of action proposed or refused by district: _____

2. Explanation of reason for proposal or refusal: _____

3. Description of any other options district considered and why they were rejected: _____

4. Evaluation procedure(s), test(s), record(s) or report(s) used as a basis for the proposed/refused action: _____

5. Other relevant factors: _____

As a parent(s) of a child with a disability, or suspected of having a disability, you have protections under state and federal laws. Please see attached "Parent Rights." If you need assistance in understanding these rights, you may call Ventura County SELPA at (805) 437-1560.

Additional resources for parents are available on our website: www.venturacountyselpa.com. If you have questions or need further assistance, please do not hesitate to call.

Signature

Title

Phone

Your Letterhead Here

Appendix 3-O

PSYCHOEDUCATIONAL ASSESSMENT REPORT
--

Ventura County SELPA
Choose an item.

Student Name: [Click here to enter text.](#)
[text.](#) Yrs. [Click here to enter text.](#) Mo.

D.O.B.: [Click here to enter text.](#) Age: [Click here to enter](#)

School: [Click here to enter text.](#)

Grade: [Click here to enter text.](#) Sex: Male Female

Case Manager: [Click here to enter text.](#)

Date(s) of Assessment: [Click here to enter text.](#)

Parent(s) Name(s): [Click here to enter text.](#)

Type of Report: Initial Triennial

Address: [Click here to enter text.](#)

[Click here to enter text.](#)
 (Street & Number, City, Zip)

Primary Language: English

Phone: Home [Click here to enter text.](#)

Work: [Click here to enter text.](#)

Cell: [Click here to enter text.](#)

The following report was developed to assist the IEP Team in determining eligibility and need for special education and related services according to the code of Federal Regulations, Sections 300.304 to 300.306. "A student shall qualify as an individual with exceptional needs if the results of the assessment demonstrate that the degree of impairment requires special education. The decision as to whether or not the assessment results demonstrate that the degree of the student's impairment requires special education shall be made by the IEP team, including assessment personnel. The IEP team shall take into account all relevant material which is available on the student. No single score or product of scores shall be used as the sole criterion for the decision of the IEP team as to the student's eligibility for special education." (From CCR 5 Sec. 3030)

English Level: English only Initially Fluent English Proficient English Learner - Beginning Early Intermediate Intermediate Early Advanced Advanced Reclassified Fully English Proficient (Preschool only) Beginning Middle Later

Materials and procedures were provided in the student's native language/mode of communication in a form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally. If not, explain

Assessment(s) administered in English.

REASON FOR REFERRAL:

[Click here to enter text.](#)

BACKGROUND INFORMATION RELEVANT TO THIS REPORT:

Environmental, cultural, and economic information: [Click here to enter text.](#)

Health and developmental information: [Click here to enter text.](#)

Educational history:

Attendance history - [Click here to enter text.](#)

(For initial assessments only) Interventions provided in general education prior to special education eligibility - [Click here to enter text.](#)

Other relevant educational history – [Click here to enter text.](#)

BEHAVIORAL OBSERVATIONS:

Observations in classroom and other appropriate settings, including relationship of behavior to student's academic and social functioning: [Click here to enter text.](#)

Behavior during testing, including relationship of behavior to the reliability of the current assessment results: Click here to enter text.

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ASSESSMENT INFORMATION:

SOURCES OF DATA REVIEWED: (check or indicate "NA")

Choose an item. Cumulative records

Choose an item. California Assessment of Student Performance and Progress

(CAASPP) results

Choose an item. Progress toward goals

Choose an item. CELDT or Alternate Language Proficiency Scores

Existing assessment reports: (within three years list below) None

Date	Type	Assessor
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.

Choose an item. Parent interview

Choose an item. Teacher survey or interview

Other data sources: Click here to enter text.

Summary of existing data (if applicable):

NEW ASSESSMENTS ADMINISTERED: (List all)

(Either describe each assessment in this section, or include description of assessments in results below)

- Student was assessed in all areas of suspected disability.
- All tests and materials include those tailored to assess specific areas of educational need.
- All assessments were selected and administered so as not to be discriminatory on racial, cultural, or sexual bias.
- Each assessment was used for the purpose for which it was designed and is valid and reliable.
- Each instrument was administered by trained and knowledgeable personnel.
- Each assessment was given in accordance with the test instructions provided by the producer of the assessments.
- All tests were selected and administered to best ensure that they produce results that accurately reflect the student's abilities, not the student's impairments, including impaired sensory, manual, or speaking skills.

Explanation for any of the above that are not applicable

RESULTS OF ASSESSMENT/PRESENT LEVELS OF ACADEMIC ACHIEVEMENT AND RELATED DEVELOPMENTAL NEEDS:**Cognitive Functioning:**

Not an area of suspected disability

Pre-Academic/Academic Skills:

Not an area of suspected disability

Communication:

Not an area of suspected disability

Motor Abilities:

Not an area of suspected disability

Social/Emotional/Behavioral Functioning:

Not an area of suspected disability

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Vocational/Pre-Vocational/Community Access:

Not an area of suspected disability

Self-Care/Independent Living:

Not an area of suspected disability

English Language Development

If the student is an EL, address the following, or indicate "Not an English Learner" and skip below Not an English Learner

Language used in various school settings (e.g., class, playground, with friends) - Click here to enter text.

Language used at home - Click here to enter text.

Language development compared to his or her siblings - Click here to enter text.

Language used for academic instruction (use worksheet "Language/Instructional Program and Services by Grade Level") - Click here to enter text.

Evidence of interference/transfer from primary language (L1) to second language (L2) - Click here to enter text.

Stage of second language acquisition:

L1 – Pre-production-Silent Period Early Production Speech Emergence Intermediate Fluency Advanced Fluency

L2 - Pre-production-Silent Period Simple Production Early Production Speech Emergence Intermediate Fluency Advanced Fluency

(Not applicable in Preschool): Level of Basic Academic Language: Basic Interpersonal Communication Skills (BICS) and Cognitive Academic Language Proficiency (CALP)

OVERALL SUMMARY AND RECOMMENDATIONS:

Summary of assessment, including factors affecting educational performance: Click here to enter text.

(Required for initials and triennial evaluations) Indicators of possible disability or continuing disability: (for SLD include information about discrepancy between ability and achievement and/or pattern of strengths and weaknesses):

Click here to enter text.

Recommendations to enable student to be involved in and progress in general education curriculum (or for a preschool child, to participate in appropriate activities): give general suggestions for areas to be addressed

Possible special education and related services needed or additions or modifications to current services needed to meet goals and participate in general curriculum/appropriate activities (include basis for determination of need): Click here to enter text.

Need for specialized services and equipment (required for low incidence): Click here to enter text.

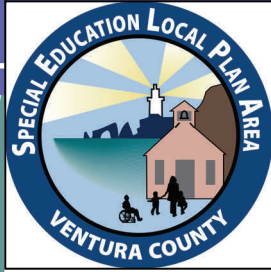
The IEP team will meet to discuss assessment results and make a decision about special education eligibility and services. The purpose of this report is to provide information to assist the team in making that decision.

Date of Report: [Click here to enter text.](#)

Assessors contributing to this report: (Note: If one assessor signs all must sign, otherwise just type in names)

Name	Title

Copy to: District Office Cumulative File Case Manager Parent/Adult Student Related Service(s)



Ventura County SELPA

Mary E. Samples, Assistant Superintendent

www.venturacountyselpa.com

The Ventura County SELPA Pattern of Strengths and Weaknesses Model for Specific Learning Disability Eligibility Procedural Manual

For more information contact:

Joanna Della Gatta, Director of

Technical Support and Transition

jdellagatta@vcoe.org

805-437-1560

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References

SPECIFIC LEARNING DISABILITY ELIGIBILITY SUMMARY

Using a Pattern of Strengths and Weaknesses (PSW) Model

Ventura County SELPA IEP

Student Name _____ Meeting Date: _____
 D.O.B. _____

A. Yes No The student has not achieved adequately to meet grade level standards in one or more of the following areas, when provided with differentiated instruction and intervention(s) appropriate for the student's age and/or grade level:

- | | |
|---|---|
| <input type="checkbox"/> Reading Comprehension
<input type="checkbox"/> Basic Reading Skills
<input type="checkbox"/> Reading Fluency | <input type="checkbox"/> Oral Expression
<input type="checkbox"/> Listening Comprehension
<input type="checkbox"/> Written Expression |
| <input type="checkbox"/> Mathematics Reasoning / Problem Solving
<input type="checkbox"/> Mathematics Calculation | |

1. Norm-referenced academic assessments indicating academic achievement deficit(s):

Academic Achievement Deficit Area	Test/ Subtest	Standard Score	Percentile Rank
If the standardized academic testing scores do not substantiate an achievement deficit, explain the evidence that supports the team's rationale that an academic deficit exists.			

2. The academic achievement deficit(s) found above are substantiated by a minimum of three of the following academic data sources:

- Grade level assessments Grades Work Samples Progress Monitoring Progress towards goals (triennials)

3. The academic deficit(s) found above are substantiated by observations of the student.

- Yes No Yes No

B. Yes No The student demonstrates a pattern of cognitive strengths and weakness(es) relative to the student's age or grade.

1. Psychological processing measures (including rating scales) indicating an otherwise normal cognitive ability profile (ONCAP):

Processing Area	Test/ Subtest	Standard Score/ T-score	Percentile Rank

2. Psychological processing measures (including rating scales) indicating processing weakness(es):

Processing Area	Test/ Subtest	Standard Score/ T-score	Percentile Rank

C. Yes No Research supports a link between the academic achievement deficit(s) and the processing weakness(es), according to the Ventura County Comprehensive Organizational Matrix of Processing-Achievement Relations Evaluating Significance (COMPARES).

If the research within the COMPARES does not indicate a link between the academic achievement deficits and the processing weakness(es), but the team still believes the student is eligible under the classification of SLD, please explain the team's rationale for linking the processing weakness(es) and academic deficits.

D. If any of the following are checked "Yes", the student may not be identified as having a specific learning disability:

- Lack of progress is due primarily to limited school experience or poor school attendance. Yes No
- Lack of progress is due primarily to environmental or cultural differences or economic factors. Yes No
- Lack of progress is due primarily to intellectual disabilities or emotional disturbance. Yes No
- Lack of progress is due primarily to a visual, hearing, or motor disability. Yes No
- Lack of progress is due primarily to limited English proficiency. Yes No
- Lack of progress can be corrected through other regular or categorical services offered within the regular instructional program. Yes No
- Lack of progress is due to a lack of appropriate instruction. Yes No

Complete this box for students originally found eligible under the discrepancy model who do not meet eligibility requirements under the PSW model in this reevaluation.
Provide explanation as to how the student continues to meet eligibility requirements under the discrepancy model.

Indicate assessment approach utilized for this assessment:

- Cross Battery Assessment (XBA)
- Dehn's Processing Strengths & Weaknesses Model (DPSWM)

Yes No The IEP Team concludes that the student meets the eligibility requirements for Special Education under the classification of Specific Learning Disability.

SPECIFIC LEARNING DISABILITY ELIGIBILITY SUMMARY

Using a Discrepancy Model

Ventura County SELPA IEP

Student Name _____ D.O.B. _____ Meeting Date: _____

Signatures on this IEP signify agreement with the findings with respect to eligibility under Specific Learning Disability, unless a minority opinion is attached.

Note multiple sources of information used to determine discrepancy: Academic testing Individual Cognitive Testing Observation Review of records Teacher reports
 Report cards Work Samples SST notes Other _____

A. ABILITY TEST(S): _____ Scores: _____
 _____ Scores: _____

B. ACHIEVEMENT TEST(S):

Test Name	Subtest	Standard Score	Discrepancy

C. PROCESSING DISORDER: Auditory Processing Visual Processing Cognitive Abilities (including association, conceptualization, expression and memory) Sensory-Motor Skills Attention
 See the *Ventura County SELPA Pattern of Strengths and Weaknesses Model for Specific Learning Disability Eligibility Procedural Manual* for more information on processing disorders.

D. INFORMATION RELEVANT TO A SPECIFIC LEARNING DISABILITY:

- Educationally relevant medical findings (if any): _____
- Name of person (other than classroom teacher) who observed student in age-appropriate natural setting: _____
- Behavior(s) of student during observation: _____
- Relationship of behavior to student's academic functioning: _____

E. DISCREPANCY:

	YES	NO
1. Does the student have a severe discrepancy between the above measures of intellectual ability and achievement?		
2. Do other data sources indicate a severe discrepancy? If student has a processing disorder and standardized tests do not indicate a severe discrepancy, complete Collective Team Report form. <input type="checkbox"/> Collective Team Report attached as per Title 5 CCR 3030 (j)(4)(c)		
3. If a discrepancy exists, is it due primarily to: <ol style="list-style-type: none"> Limited school experience or poor attendance? Environmental factors, cultural differences, or economic disadvantages? Intellectual disabilities or emotional disturbance? Visual, hearing, or motor handicap? 		
4. Can this discrepancy be corrected through other services or interventions in the regular program?		
5. Is the discrepancy corroborated by other assessment data?		

F. COLLECTIVE TEAM DECISION REGARDING ELIGIBILITY:
 Student demonstrates Specific Learning Disability and requires special education services. _____

Mary E. Samples, Assistant Superintendent
Ventura County Special Education Local Plan Area (SELPA)

GUIDELINES FOR INDEPENDENT EDUCATIONAL EVALUATION (IEE)



Revised 2014

For more information contact:
Director, SELPA Procedural/Technical Support
5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560
(805) 437-1599 – fax

www.venturacountyselpa.com

Student Name _____ DOB _____

Current teacher _____ School _____

1. Student's eligibility:
2. Areas of need- Review the record, including initial referral, assessment report data and other teacher generated data to find all areas that are considered to be of need. Check all that apply:
 - Health and development
 - Vision (including low vision)
 - Hearing
 - Motor abilities
 - Language function
 - General intelligence
 - Academic performance
 - Communicative status
 - Self-help
 - Orientation and mobility skills
 - Social and emotional

3. Check areas in which additional assessment is needed in order to conduct the triennial review:
 - Eligibility
 - Present levels/ educational needs
 - Special education and related services
 - Any additions and modifications to meet goals and participate in general curriculum

4. Existing data- Review the files, contact parents, etc, to find out all the sources of data that currently exist. List recent reports and dates:

Area	Data Source
A. _____	_____
B. _____	_____
C. _____	_____

5. List the areas in which new assessment needs to be conducted:

Area	Assessor
A. _____	_____
B. _____	_____
C. _____	_____

6. List areas which can be reviewed (qualified professional)

Area	Assessor
A. _____	_____
B. _____	_____
C. _____	_____

Ventura County Special Education Local Plan Area (SELPA)

Mary E. Samples
Assistant Superintendent

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Eligibility Guidelines 2014

For more information contact:
Regina Reed, Director, Personnel Development
Joanna Della Gatta, Director,
Technical Support and Transition
(805) 437-1560

www.venturacountyselpa.com

SPECIAL EDUCATION ELIGIBILITY GUIDELINES

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NOTICE OF INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM MEETING

Appendix 3-V

Ventura County Special Education Local Plan Area (SELPA)

This notice is to be sent to parents of students under 18. If Transition to Adult is listed below, the student must also be invited using this form or the Student Notice. Students 18 and older must receive this notice for all meetings; their parents are sent a copy for informational purposes only.

Student Name _____ D.O.B. _____ Date _____
School District _____ School _____
Parents _____ Address _____
Phone(s) Home _____ Cell _____ Work _____ Email _____

An Individualized Education Program (IEP) Team meeting has been scheduled for:

Date: _____ Time: _____ Place: _____

Meeting purpose:

Additional Information: _____

The following staff are invited to the meeting (In addition to the parent, the IEP team must include LEA Representative, special education provider, and general education teacher unless an "IEP Team Member Excusal" form is completed and signed by the parent.):

- Case Manager: _____
- LEA (District) Representative: _____
- School Psychologist: _____
- Special Education Teacher: _____
- Other Special Education Teacher(s): _____
- General Education Teacher: _____
- Speech-Language Pathologist: _____
- School Nurse: _____
- Counselor: _____
- Representative from District of Residence (if student resides in another district): _____
- Other (Interpreter, OT, APE, etc.): _____
- Early Start Service Coordinator (incoming 3 year olds only) : _____
- Community agency representative(s): _____

If you object to the attendance of any community agency representative, let me know within the next five days. You may invite other individuals who have knowledge or special expertise regarding the student, including related services personnel, but please let me know in advance if you are inviting someone to attend the meeting.

Parents or adult students may decide to send another adult to represent them at the IEP meeting. (Adult students may designate their parents if they choose). Please ask for the Ventura County SELPA form "Designation of Educational Representative" if you would like someone to represent you on a long-term basis. If you would like someone to represent you for this meeting only, please check the box below.

Please check the appropriate box below to indicate your intentions and return one copy of this form in the enclosed self-addressed envelope by _____. The other copy is for your records. Call me if you have any questions/concerns.

Name: _____ Title: _____ Phone: _____

PARENT RESPONSE

- I will attend the meeting.
- I would like to participate as scheduled by phone call. I can be reached at this number: _____
- I am not able to attend and would like to reschedule the meeting. Please arrange a new date.
- I authorize this person to represent me at the meeting: _____
(Name and Title—may be parents if adult student designates)
- I will not be able to attend at all. Please hold the meeting, and send the paperwork to me for review/approval.
- I require interpretation services, and I will not be able to bring an interpreter to the meeting. Please provide an interpreter. (Specify: Spanish, Sign Language, etc.): _____

Parent/Legal Guardian/Adult Student/Person Acting as Parent (Specify) Telephone Date: _____

If you would like a copy of the Parent Guide to Special Education, please call the SELPA office at 805-437-1560. For more information about special education and your rights contact your district special education office or visit the Ventura County SELPA website at www.venturacountyselfpa.com

PARENT CONTACT LOG
Ventura County SELPA

Name: _____

IEP Date: _____

Triennial Date: _____

Assessment Plan Sent: _____

Parent/Guardian:

- Parent Guardian Surrogate
 Mr. Mrs. Ms.

Phone Numbers:

Home: (____) _____

Work: (____) _____

Alternate: _____

Case Manager: _____

Purpose of Meeting: _____

People invited to meeting:

- | | | |
|--|--|---|
| <input type="checkbox"/> District Representative | <input type="checkbox"/> Special Education Teacher | <input type="checkbox"/> Program Specialist |
| <input type="checkbox"/> Speech-Language Pathologist | <input type="checkbox"/> Nurse | <input type="checkbox"/> Student |
| <input type="checkbox"/> Psychologist | <input type="checkbox"/> Resource Specialist | <input type="checkbox"/> Other |

Parent will be present at meeting. YES NO

Parent was present at meeting:

Parent consents to meeting without being present. YES NO

Parent was not present at meeting:

FIRST ATTEMPT

Contact Date: _____

Person Making Contact: _____

Contact Mode:

- | | | |
|--|---|------------------------------------|
| <input type="checkbox"/> Phone | <input type="checkbox"/> Letter | <input type="checkbox"/> E-mail |
| <input type="checkbox"/> Phoned and Left Message | <input type="checkbox"/> Certified mail | <input type="checkbox"/> In Person |

Contact Success: YES NO

Contact Comments: _____

SECOND ATTEMPT

Contact Date: _____

Person Making Contact: _____

Contact Mode:

- | | | |
|--|---|------------------------------------|
| <input type="checkbox"/> Phone | <input type="checkbox"/> Letter | <input type="checkbox"/> E-mail |
| <input type="checkbox"/> Phoned and Left Message | <input type="checkbox"/> Certified mail | <input type="checkbox"/> In Person |

Contact Success: YES NO

Contact Comments: _____

THIRD ATTEMPT

Contact Date: _____

Person Making Contact: _____

Contact Mode:

- | | | |
|--|---|------------------------------------|
| <input type="checkbox"/> Phone | <input type="checkbox"/> Letter | <input type="checkbox"/> E-mail |
| <input type="checkbox"/> Phoned and Left Message | <input type="checkbox"/> Certified mail | <input type="checkbox"/> In Person |

Contact Success: YES NO

Contact Comments: _____

EXCUSAL OF IEP TEAM MEMBER
Ventura County Special Education Local Plan Area (SELPA)

(This form to be filled out prior to IEP)

Student Name _____ D.O.B. _____ Date _____

The _____ School District is proposing the excusal of a required team member from all or part of the following IEP meeting:

IEP meeting date: _____

Meeting purpose: _____

IEP team member being excused: _____
Name and/or Title

The school district and parent/adult student agree that (check one):

- The attendance of the IEP team member listed above is not necessary because the team member's area of the curriculum or related service is not being modified or discussed.
- Although the meeting involves a modification to or discussion of the member's area of curriculum or related service, the team member shall submit written input to the parent/adult student and team in lieu of attending.

Comments:

If you have questions regarding this form, or if you have questions that you would like addressed at the IEP regarding the area of curriculum of the excused IEP team member, please contact:

Name	Title	Phone Number

Please check and return by: _____

- I agree to excuse the IEP team member listed above. Please address the following concerns at the meeting:

- I do not agree to excuse the IEP team member listed above.

Parent/Guardian/Adult Student Signature _____ Date _____

For more information about special education and your rights, please contact your district Special Education Office or visit the SELPA website at www.venturacountyselfpa.com

Copy to: District Office Cumulative File Case Manager Parent/Adult Student Related Services Agency Other _____

DESIGNATION OF EDUCATIONAL REPRESENTATIVE
Ventura County Special Education Local Plan Area (SELPA)

I wish to designate the following person to represent me in all educationally related matters for _____(student). I understand that I can revoke this permission at any time, by submitting it in writing to any school district administrator.

Educational Representative (must be at least 18 years old):

Name: _____

Relationship (if any): _____

Phone: _____

Address: _____

 Email: _____

Parent or Adult Student Signature:

Signed: _____

Name (please print): _____

Date: _____

Check one:

- Parent of student (under 18 years of age). I have educational rights for above-named student.
- Student 18 years of age or older.

Surrogate Parent Procedures

The LEA shall ensure that procedures are established and maintained for the assignment of an individual to act as a surrogate for the parents within 30 days upon referral of the child to an LEA for special education and related services or, in cases where the child already has a valid IEP, under the following circumstances: whenever the parents of the child are not known, the agency cannot, after reasonable efforts, locate the parents, or the child is a ward of the State and the parents have had their educational rights removed by a court of law use SP-1 and SP-2 to obtain this information

In some cases, the judge will have appointed an Educational Surrogate. In this case, the LEA would file a copy of the court order designating the surrogate in the student's cumulative file, and that person would assume the rights as "parent" on behalf of the child.

CA Ed Code Section 56065 stipulates that foster parents can serve as surrogates only for special education students whose biological parents:

- Have had their educational rights removed by a court of law
- Cannot be located

Foster parents are described as a person, relative caretaker, or nonrelative extended family member who has been licensed by the county department of social welfare or probation who has been designated by the court as a specific placement.

Foster Parents can serve as surrogates for the duration of the foster parent - foster child relationship. If the Foster Parent is willing to serve in this role the district must make a record using the form "Foster Parent Agreement to Represent Special Education Student." (SP-4) Foster Parents appointed as representatives will assume all rights of a "parent" in educational decision-making about their child, including approval for assessment, services, and review as well as initiation of due process or complaints.

In cases where there is a Foster Parent but the parents retain educational rights on behalf of the child, the Foster Parents may not be appointed by the LEA as a surrogate. However, if the parents wish to have the Foster Parent represent them at the IEP meeting they may use the "**Designation of Educational Representative**" form to allow this to occur.

If there is no foster parent willing to serve, the LEA shall select a relative caretaker, or court appointed special advocate, if any of these individuals exist and are willing and able to serve. (If the child is subsequently moved from the home of a relative caretaker who has been appointed as a surrogate parent, the LEA shall appoint another surrogate parent.) If none of these individuals are willing or able to act as a surrogate parent, the LEA shall select the surrogate parent of its choice. (SP-3)

The individual appointed by the LEA to act as a surrogate shall not be an employee of the State education agency, the LEA, or any other public or private agency that is involved in the education or care of the child. The surrogate shall have no interest that

conflicts with the interest of the child he or she represents and shall have knowledge and skills that ensure adequate representation of the child. An individual who would have a conflict of interest means a person having any interest that might restrict or bias his or her ability to advocate for all of the services required to ensure a free appropriate public education for the child with a disability. (SP-5) As far as practical, a surrogate parent should be culturally sensitive to his or her assigned child.

Except for individuals who have a conflict of interest in representing the child, individuals who may serve as surrogate parents include, but are not limited to, retired teachers, social workers, and probation officers who are not employees of a public agency involved in the education or care of the child. If a conflict of interest arises subsequent to the appointment of the surrogate parent, the LEA shall terminate the appointment and appoint another surrogate parent.

The surrogate parent shall serve as the child's parent and shall be able to exercise all rights relative to the child's education that a parent has as specified in the IDEA. A surrogate parent may represent a child with a disability in matters relating to identification, assessment, instructional planning and development, educational placement, reviewing and revising the Individualized Education Program, and in other matters relating to the provision of a free appropriate education to the individual. This representation shall include the provision of written consent to the IEP including nonemergency medical services, mental health treatment services and occupational or physical therapy services. The surrogate parent may sign any consent relating to IEP purposes.

A surrogate parent may represent the child until:

1. The child no longer needs special education
2. The minor reaches 18 years of age, unless the child chooses not to make educational decisions for himself (Use the "Designation of Education Representative" form), or is deemed by a court to be incompetent
3. Another responsible adult is appointed to make educational decisions for the minor,
4. Rights of the parent or guardian to make educational decisions for the minor are fully restored.

A surrogate parent shall not be appointed for a child who is a dependent or a ward of the court unless the court specifically limits the right of the parent or guardian to make educational decisions for the child or for a child who has reached the age of majority unless the child has been declared incompetent by a court of law.

See flowchart (Appendix I-B) and forms to use in the process of appointing a surrogate parent.

You may request an evaluation of the surrogate parent from the IEP team. (SP-6)

Ventura County SELPA

**FOSTER PARENT AGREEMENT TO REPRESENT
SPECIAL EDUCATION STUDENT**

(Biological parents must have had educational rights limited by a court of law)

Date: _____

Student: _____

D.O.B.: _____

District: _____

School: _____

Name of Foster Parent: _____

"Foster Parent," according to EC 56055 (d) includes "a person, relative caretaker, or nonrelative extended family member as defined by Section 362.7 of the Welfare and Institutions code, who has been licensed or approved by the county welfare department, county probation department, or the State Department of Social Services, or who has been designated by the court as a specific placement."

Agency placing child: _____

Agency Contact Name: _____

Phone Number: _____

My signature below indicates my willingness to serve as the educational representative for the above child in all matters relating to:

- Identification
- Assessment
- Instructional planning and development
- Educational placement
- Receiving and revising an Individualized Education Program (IEP)
- All other matters related to provision of a free, appropriate, public education

I will undertake these duties until revoked by me in writing, or until the foster parent-foster child relationship ends.

Signature: _____ Date: _____

TRANSITION TO ADULT LIFE
 (This page must be completed no later than the student's 16th birthday and every year thereafter.)

Ventura County SELPA IEP

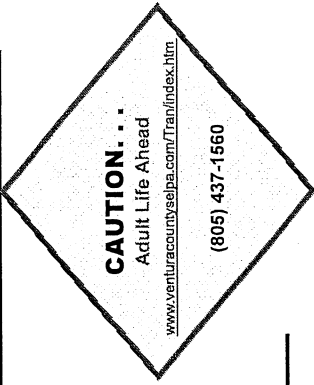
Student Name _____ D.O.B. _____ Meeting Date _____
 Student was invited to IEP meeting. *If student was not present at the IEP meeting, note how his/her input was obtained:*
 Conference Interview Other: _____

Age appropriate Transition Assessments (must be done prior to age 16 – update annually as appropriate):

Career Interest tool: _____ Date: _____
Use results along with skills/aptitude tools below to assist in determining preferences and interests.

Skills/Aptitude tool: _____ Date: _____
Use results to determine needs related to transition goals.

Other: _____ Date: _____



Based on preferences and interests, the student has identified the following Outcomes for Adult Life (after leaving high school or postsecondary program): *There must be Outcomes in the first two areas with a related Annual Goal for each. If appropriate, address Independent Living and develop an Annual Goal.*

- Training/Education** (i.e., technical school, college) Within _____ years of exiting school, will _____
 See Annual Goal # _____ to address needs related to the above Outcome.
- Employment** (supported or independent) Within _____ years of exiting school, will be employed in _____
 See Annual Goal # _____ to address needs related to the above Outcome.
- Independent Living** Within _____ years of exiting school, will _____
 See Annual Goal # _____ to address needs related to the above Outcome.

Outcomes above were updated for this IEP based on new assessment and/or student interview.

Transition services that will reasonably enable student to meet the above Outcomes: *There must be at least one service to address each of the Outcomes noted above. Services may include development of employment and other post-school adult living objectives, instruction, community experiences, related services, daily living skills, or functional vocational evaluation.*

Services	Activities	Location	Frequency	Minutes	Provider

Additional Related Services to support attainment of the above Outcomes are on the Student Information and Services page.

Notice of Transfer of Rights

Family/student were informed that all rights will be/were transferred to the student at age 18. See *Adult Student Rights*.

Notification of Age of Majority- Parents

Date _____

(Parent name and address here)

Dear Parents:

This is to inform you that since your son/daughter _____ has reached eighteen years old, all Special Education rights and responsibilities have transferred to him/her. This means that he/she has all rights in decision-making regarding the educational program designed at the IEP meeting. Enclosed is a copy of the Procedural Safeguards. Your son or daughter will also receive this notice.

If you do not feel that your son or daughter has the ability to represent him or herself competently at the IEP meeting, you may wish to pursue conservatorship through legal channels.

Please do not hesitate to call the district office if you have any questions.

Sincerely,

(name)

(title)

Notification of Age of Majority - Student

Date _____

(student name and address here)

Dear Student:

Congratulations! Now that you are legally an adult with the right to vote, you also are given the right and responsibility to decide everything about your school program at an IEP meeting.

Since you have turned eighteen, all Special Education Rights have transferred to you. This means that you are the one to decide everything about your school program. Enclosed is a copy of your rights. Your parents have also received this notice.

You may invite anyone you want to come to your IEP meetings with you (including your parents). Or, you could appoint an adult to represent you. If you want someone to represent you, you can fill out the enclosed form "Designation of Educational Representative" and return it to me.

If you have questions, please contact me.

Sincerely,

(name)

(date)

**VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)
INDIVIDUALIZED EDUCATION PROGRAM (IEP)**

AGENDA

The purpose of the IEP meeting is to exchange ideas and information about the student to develop a plan to meet his/her needs. All members of the team, parents and professionals, are equally important, and have a unique perspective to share about the student. The intent is for all members to work together in a collaborative way to support the student. If the student is in attendance at the meeting, he/she should be encouraged to be an active participant and decision-maker in this process.

To keep the meeting positive and productive all team members should follow acceptable meeting etiquette. The identified facilitator/leader is responsible for ensuring that the agenda is followed, and that all members are treated respectfully and given an equal opportunity to participate. Decisions made at an IEP meeting are based on the consensus of all members of the team, who are encouraged to be open and creative in exploring options.

The development of an IEP is an ongoing process. The program that is developed at the meeting can be reviewed and modified if necessary.

Introductions - All members of the team introduce themselves, their role, and state how they would like to be addressed, if desired.

Meeting purpose - The Case Manager or meeting facilitator/leader reviews the purpose of the meeting.

Assessment - If assessment has been conducted, the written reports are shared by the assessor(s) and discussed by the team. If there has been no assessment, the team discusses progress toward last year's goals and any other updates of information.

Program Elements *(to facilitate discussion, team members may bring copies of proposed language for any IEP elements for review).*

- 1) Review of last year's goals (if any)
- 2) Present Levels of Academic Achievement and Functional Performance - Parent and student express concerns and comments. All areas are addressed, noting strengths as well as areas of concern. The impact of the student's disability on educational performance is discussed and noted.
- 3) Eligibility - For initial and triennial IEPs, the student's eligibility is established and noted. Additional documentation is required for "Specific Learning Disability."
- 4) Transition to Adult Life - If the student will be sixteen or older by the next IEP, his/her preferences for life after exiting school are identified. At least 2 annual goals are developed, and services identified.
- 5) Annual Goals - Based on areas of concern from the present levels of performance and transition needs, annual goals are developed. (If student takes the alternate assessment, objectives are written for each goal.)
- 6) Accommodations and Modifications - Any needed accommodations or modifications for instruction or grading are noted.
- 7) California Assessment of Student Performance and Progress (CAASPP) Testing – Alternate assessment for statewide testing will be identified (if any). Any designated supports or accommodations will be noted.
- 8) English Language Development – for English Learners, any accommodations or modifications for English Language testing are specified, as well as ELD goals and services.
- 9) Least Restrictive Environment – Promotion and retention as well as Extended School Year are addressed if appropriate. Special factors are reviewed. Alternatives for placement are discussed, and the best option selected. The full program is described in detail.
- 10) Positive Behavior Support Plan - If the student's behavior interferes with his/her learning or affects others, a plan is written.
- 11) Student Information and Services – All special education and related services are summarized, as well as percentage of day in general education.
- 12) Agreement and Attendance –Parent initials applicable statements. All participants sign for attendance. Parent signs in full agreement, or specifies portions not in agreement. A plan for next steps is developed if needed.

NOTICE TO TRANSITION AGED STUDENT OF INDIVIDUALIZED EDUCATION PROGRAM (IEP) TEAM MEETING

VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

Student Name _____ **D.O.B.** _____ **Date** _____

School District _____ **School** _____

Dear _____

You are invited to attend your upcoming Individualized Education Program (IEP) Team meeting scheduled for:

Date _____ **Time** _____ **Place** _____

The following staff plan to be in attendance at the meeting, (unless an "IEP Team Member Excusal" form is completed for any required team member):

- District Administrator or Representative: _____
 - School Psychologist: _____
 - Special Education Teacher/Provider: _____
 - General Education Teacher: _____
 - Speech - Language Pathologist: _____
 - School Nurse: _____
 - Representative from District of Residence (if student resides in another district): _____
 - Other (Interpreter, OT, APE, etc.): _____
- Community agency representative(s) to be invited: _____

Let us know if there are any other important people you would like to invite.

It is very important that you come to the meeting and let the team know what you would like to be doing when you are an adult. You should work with your Special Education Case Manager to discuss your dreams and goals for the future in these areas:

- Living - Where you would like to live after high school and the people you would like to live with.
- Education/Training - College or Vocational training schools that you are interested in attending.
- Career/Vocational - The job area(s) you are thinking about.

Please bring your transition portfolio (if you have one), and any test results for Careers that you may have taken within the last year, to share with the team. Also, please brainstorm goals that you feel you need to work on in school next year to help you reach your dreams for the future.

Please speak to me if you have any questions about the meeting.

Name _____ (Case Manager)

Phone _____ **e-mail** _____

**REQUEST FOR ADULT AGENCY INPUT ABOUT TRANSITION SERVICES FOR THE
INDIVIDUALIZED EDUCATION PROGRAM (IEP)**

Ventura County Special Education Local Plan Area (SELPA)

Student's Name: _____ **D.O.B.** _____

IEP Date _____ **Time** _____ **Location** _____

District _____ **School** _____

Agency Representative:

Department of Rehabilitation: _____

College Programs for Students with Disabilities: _____

Department of Mental Health (Transitions or Adult Services): _____

Regional Center: _____

California Children's Services: _____

Social Security: _____

Employment Development Department (EDD): _____

Other: _____

For local contact information, see "Teacher Contact List for Adult Agencies" under Tools/Added Forms/Transition.

An IEP Team meeting has been scheduled for this student. Your input and participation are requested by student/and or family as part of the process of assisting the student in transitioning to adult life, and permission has been given for us to exchange information. We would appreciate your participation in person or by telephone conference call. Please notify me if you will be attending, sending a representative, or participating during the meeting by phone. You may contact me if you would like more information about the student and/or the meeting location.

If you are unable to participate as above, I am required by federal Special Education law to obtain your input in another way. Please contact me or provide written input in the box below prior to the meeting so I can make a record of your comments/suggestions. You may call, e-mail or fax your input.

Your response by _____ would be greatly appreciated.

Special Education Case Manager:

Phone:

Email:

Fax:

Input from agency for development of transition services (When/how to refer, possible services, specific suggestions for this individual if known):

Responding Agency Representative Name/Title: _____

Fax: _____ Phone: _____ Email: _____

In addition to the above input, please attach any informational items such as fact sheets, brochures, etc. which may be helpful to the student and family.

Please note that your input given by phone or in writing will be shared with the IEP Team and attached to the IEP document. *Thank you for your assistance and support in helping this student make a good transition to adult life.*

ENGLISH LANGUAGE DEVELOPMENT INFORMATION

Ventura County SELPA IEP

Student Name _____ Meeting Date _____
 Primary Language (L1): _____ (Determined from information on Home Language Survey – does not ever change)
 Language used to communicate with parents: _____ Other languages spoken in home: _____
 Student's ELD level: Listening: _____ Speaking: _____ Reading: _____ Writing: _____
 Overall Level: _____ Assessment Instrument: _____ Date of most recent assessment: _____

The IEP team has decided to recommend the student for reclassification as Fully English Proficient based on alternative measures of English Language Proficiency and performance in basic skills (**only if allowed by district policy**). *If the box is checked, it is not necessary to complete the remainder of this form.*

English Language Proficiency Assessment Specify assessment to be administered – California English Language Development Test (CELDT) or Ventura County Comprehensive Alternate Language Proficiency Survey (VCCALPS):

	VARIATIONS	ACCOMMODATIONS	MODIFICATIONS
LISTENING			
SPEAKING			
READING			
WRITING			

ENGLISH LEARNER SERVICES:

PROGRAM MODEL:

- Structured English Immersion (SEI) – Consider for students with Overall ELD levels of Beginning or Early Intermediate
- English Language Mainstream (ELM) – Consider for students with Overall ELD levels of Intermediate and above
- Alternative Educational Program – May be considered for students at all levels _____

ELD INSTRUCTION: Location: _____ Frequency: for _____ minutes per _____
 ELD Goal number(s) _____ (must be at least one)
 Strategies and supports for accessing the core curriculum _____

Note: A copy of this page must be forwarded to school district office or site staff person responsible for English Language Assessment.

Copy to: District Office General Education/Cumulative File Language Acquisition Office

Name of student _____ IEP Date _____

Participation Criteria Checklist for Alternate Assessments for CELDT

To assist an IEP team in determining whether a student should use alternate assessments, the criteria below may be considered. If the answer to one or more of the criteria is “Disagree,” the team should consider administering the CELDT to the student with the use of any necessary test variations, accommodations, and/or modifications.

Circle “Agree” or “Disagree” for each item:

- Agree Disagree** The student requires extensive instruction in multiple settings to acquire, maintain, and generalize skills necessary for application in school, work, home, and community environments.
- Agree Disagree** The student demonstrates academic/cognitive ability and adaptive behavior that require substantial adjustments to the general curriculum. The student may participate in many of the same activities as his/her nondisabled peers; however, the student’s learning objectives and expected outcomes focus on the functional applications of the general curriculum.
- Agree Disagree** The student cannot take the CELDT even with test variations, accommodations, and/or modifications.
- Agree Disagree** The decision to participate in an alternate assessment is not based on the amount of time during which the student is receiving special education services.
- Agree Disagree** The decision to participate in an alternate assessment is not based on excessive or extended absences.
- Agree Disagree** The decision to participate in an alternate assessment is not based on language, cultural, or economic differences.
- Agree Disagree** The decision to participate in an alternate assessment is not based on visual, auditory, and/or motor disabilities.
- Agree Disagree** The decision to participate in an alternate assessment is not based primarily on a specific categorical program.
- Agree Disagree** The decision for using an alternate assessment is an IEP team decision rather than an administrative decision.

Ventura County Special Education Local Plan Area (SELPA)
Mary E. Samples, Assistant Superintendent
www.venturacountyselpa.com



Ventura County Comprehensive Alternate Language Proficiency Survey for Students with Moderate-Severe Disabilities (VCCALPS)

Adapted with permission from the
Orange County Office of Education
Alternate Language Proficiency Instrument (ALPI)

2014

Contact: Joanna Della Gatta, Director,
Technical/Procedural Supports
805-437-1560

WORKSHEET FOR IEP TEAM RECOMMENDATION FOR RECLASSIFICATION OF SPECIAL EDUCATION ENGLISH LEARNERS TO FLUENT ENGLISH PROFICIENT

Ventura County SELPA

For use for consideration of reclassification of English Learners with IEPs who do not meet regular district reclassification criteria.

Student Name _____ D.O.B. _____ Student ID# _____ Date _____
School _____ Grade _____ Case Manager _____

Description of how disability affects language acquisition (if applicable): _____

Grade First Entered School: _____ Years in the U.S.: _____ Years in EL Program: _____ Current English Learner Program Model: _____

THE TEAM CONSIDERED THE FOUR CRITERIA OF RECLASSIFICATION (EC 313(D)) IN ORDER TO ASSIST THE RECLASSIFICATION TEAM.

1. English Language Proficiency Assessment

Current School Year Data Date: _____ **Assessment Name:** CELDT VCCALPS Alternate Assessment(s): _____

Overall Score/Level: _____ Listening Score/Level: _____ Speaking Score/Level: _____

Reading Score/Level: _____ Writing Score/Level: _____

(Note: For reclassification, English overall proficiency level on CELDT must be early advanced or higher AND Listening intermediate or higher, Speaking intermediate or higher, Reading intermediate or higher, and Writing intermediate or higher.)

Student met language proficiency level criteria as assessed by CELDT. Yes No

(If yes, proceed to section 2. If no, fill out the information required below and consider alternate measures for establishing language proficiency):

Previous School Year Data Date: _____ **Assessment Name:** CELDT VCCALPS Alternate Assessment(s): _____

Overall Score/Level: _____ Listening Score/Level: _____ Speaking Score/Level: _____

Reading Score/Level: _____ Writing Score/Level: _____

Current School Year Primary Language Data Date _____ **Assessment Name** VCCALPS Other _____

Overall Score/Level: _____ Listening Score/Level: _____ Speaking Score/Level: _____

Reading Score/Level: _____ Writing Score/Level: _____

Yes No N/A The IEP team reviewed other informal measures of proficiency and determined it is likely the student is proficient in English.

(Only allowed if student's Overall proficiency level was in the upper end of the Intermediate level on CELDT.)

Yes No The IEP team has determined that the student's disability impacts his or her ability to manifest English proficiency.

Areas affected: Listening Speaking Reading Writing

If yes, explanation: _____

(Possible indicators: Student has similar academic deficits and error patterns in English as well as primary language; error patterns in listening, speaking, reading, and writing are typical of students with that disability versus students with second language issues; VCCALPS scores indicate an overall proficiency level of early advanced or higher.)

(If either of the above are checked "yes", indicate "yes" to the following statement):

The IEP team has determined the student has demonstrated an appropriate level of English Language Proficiency commensurate with his/her abilities.

Yes No **(If yes, proceed to section 2. If no, stop here.)**

2. Teacher's Evaluation of Student Academic Performance

Evaluation was based on: Classroom performance District-wide assessments Progress toward IEP Goals Formative Assessment
 Other: _____

Student met academic performance indicators set by district. Yes No **If yes, proceed to section 3, if no, consider the following:**

Yes No The IEP team has determined that the deficit is due to the disability, and unrelated to English Language proficiency.

If yes, explanation: _____

(If the above is checked "yes", indicate "yes" to the following statement):

The IEP team has determined the student has demonstrated an appropriate level of academic performance commensurate with his/her abilities.

Yes No

(If yes, proceed to section 3. If no, stop here)

3. Comparison of Performance in Basic Skills - grades 2 and above

Assessment(s) taken: CST CMA CAPA CAHSEE _____ Date(s) : _____

Reading/Language Arts Score(s): _____

(Note: Score in Reading/Language Arts (RLA) must be at least beginning of basic level to midpoint of basic – each district may select exact cut point.)

Student met performance criteria. Yes No **If yes, proceed to question 4, if no, check all that apply:**

Yes No Student's Basic Skills assessment scores appear to be commensurate with his/her intellectual ability.

Yes No Error patterns noted mirror the patterns of errors made by students with the same disability versus a language difference

Yes No Student has received ELD services for more than three years and academic progress in ELA is commensurate with that of peers who manifest similar disabilities who are not English learners

(If any of the above are checked "yes", indicate "yes" to the following statement):

The IEP team has determined that the student has demonstrated an appropriate level of performance in RLA Basic Skills commensurate with his/her abilities. Yes No

(If yes, proceed to section 4. If no, stop here)

4. Parent Opinion and Consultation

Yes No The parent/guardian participated in this discussion. Parent comments: _____

_____ *If no, an opportunity for parent consultation must be given before a final decision will be made.*

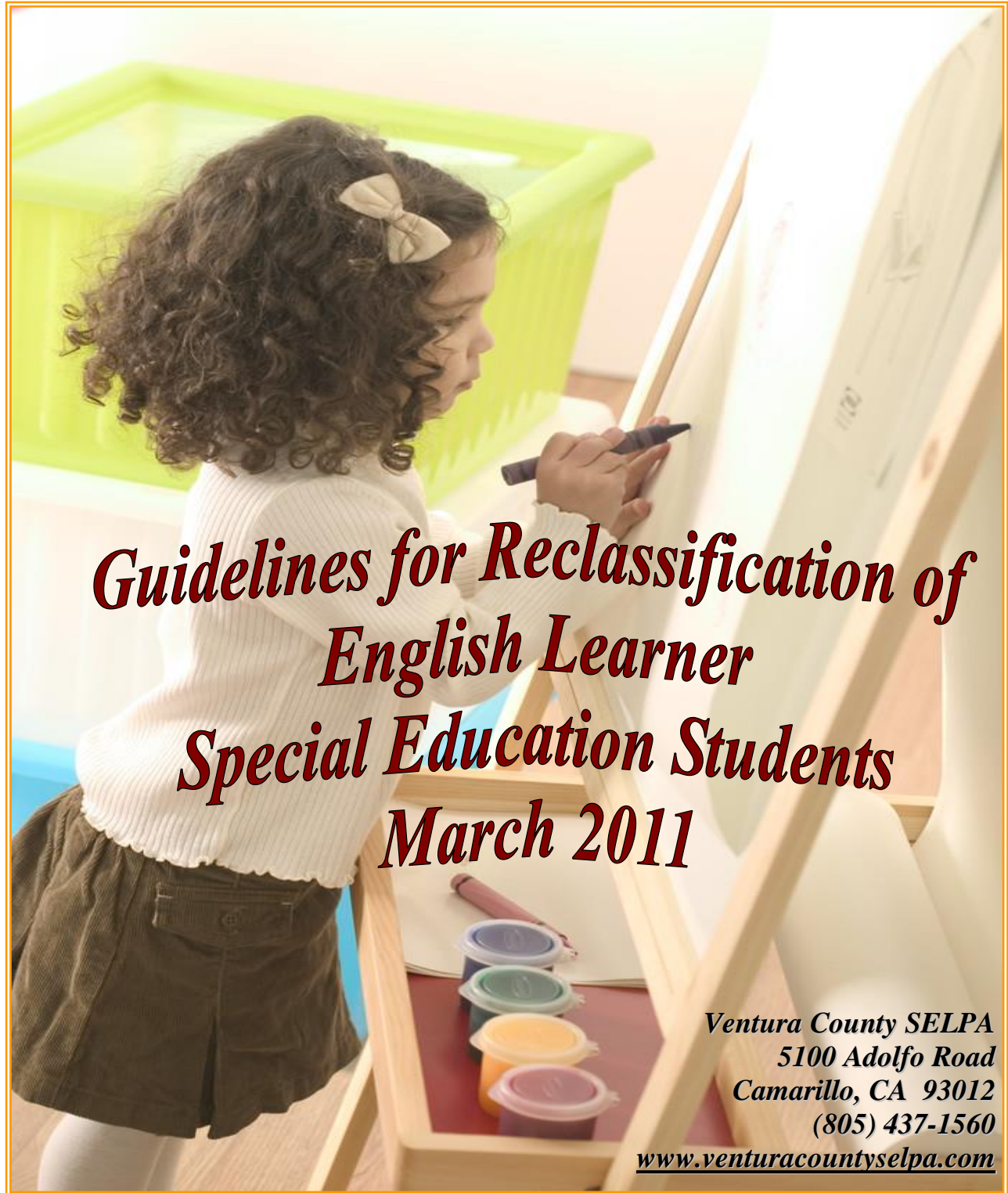
5. The IEP team determines that the primary reason the student does not meet reclassification criteria is due to the disability rather than limited English proficiency and the student no longer needs English Language Development services. Yes No

Name of ELD Representative who provided input for this discussion: _____

Other team members who participated in the decision making process: _____

Special Ed Provider _____ LEA Representative _____

This worksheet will be forwarded to the appropriate site or district English Language Reclassification representative. The final decision will be made according to district policy. Parent and Special Education Case Manager will be informed of the decision.



*Guidelines for Reclassification of
English Learner
Special Education Students
March 2011*

*Ventura County SELPA
5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560*

www.venturacountyselpa.com

For more information about this document contact:

Joanna Della Gatta, Director, Technical Support and Transition at jdellagatta@vcoe.org

EXTENDED SCHOOL YEAR CONSIDERATION CHECKLIST

Ventura County SELPA IEP

Student Name: _____ D.O.B.: _____

District: _____ Date of Meeting: _____

1. Describe student's disability, including severity: _____

2. Describe the degree of *actual* or *likely* regression following a school break: _____

3. Describe the amount of time it takes or may take the student to regain the prior level of knowledge skills, benefits or functioning following a school break: _____

4. Identify other issues including physical, medical, emotional, social, behavioral, mental health, family, academic and/or vocational, which may affect student's ability to recoup skills after a break: _____

Based on the IEP team discussion, the team believes that one of the following is true:

- The student has, in the past, experienced a serious loss of knowledge or skills over a school break that he/she was unable to recoup in a reasonable amount of time, and is therefore eligible for ESY.
- The student may experience a serious loss of knowledge or skills over a school break that he/she will be unable to recoup in a reasonable amount of time, and is therefore eligible for ESY.
- The student is not likely to experience a serious loss of knowledge or skills over a school break that he/she will not recoup in a reasonable amount of time upon return to school, and is therefore **not** eligible for ESY.

Describe ESY services on IEP. Attach this form.

California Alternate Performance Assessment Participation Criteria

Eligibility for CAPA is based on a student's individualized education program (IEP) that reflects an emphasis on curricular instruction of the California contents standards based on alternate achievement standards. In order to aid an IEP team in its determination of whether a student should be assessed by the CAPA, the following shall be considered:

Circle "Agree" or "Disagree" for each task:

- | | |
|------------------------------|---|
| Agree Disagree | The student demonstrates academic/cognitive ability and adaptive behavior that require substantial adjustments to the general curriculum. The student may participate in many of the same activities as his or her nondisabled peers; however, his or her learning objectives and expected outcomes focus on the functional applications of the general curriculum. |
| Agree Disagree | The student cannot address the performance level assessed in the statewide assessment, even with accommodations or modifications. |
| Agree Disagree | The decision to participate in the alternate assessment is <i>not</i> based on the amount of time the student is receiving special education services. |
| Agree Disagree | The decision to participate in the alternate assessment is <i>not</i> based on excessive or extended absences. |
| Agree Disagree | The decision to participate in the alternate assessment is <i>not</i> based on language, cultural, or economic differences. |
| Agree Disagree | The decision to participate in the alternate assessment is <i>not</i> based on deafness/blindness, visual, auditory, and/or motor disabilities. |
| Agree Disagree | The decision to participate in the alternate assessment is <i>not primarily</i> based on a specific categorical label. |
| Agree Disagree | The decision for alternate assessment is an IEP team decision, rather than an administrative decision. |

If the answer to any of these questions is "Disagree," the team should consider including the student in either the California Standards Tests (with the use of any necessary accommodations or modifications) or the California Modified Assessment (grades 3–5 only).

PARTICIPATION IN CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS (CAASPP)

Ventura County SELPA

Student Name _____ SSID _____ D.O.B. _____ Meeting Date _____
 The IEP team considered various options for participation in statewide academic assessments, including the criteria for modified or alternate assessment, and agreed that the student will participate as follows:

ENGLISH LANGUAGE ARTS (For students in grades 3-8 and 11)

UNIVERSAL TOOLS - available unless turned off <i>EMBEDDED</i>	DESIGNATED SUPPORTS (must use regularly in class) <i>EMBEDDED</i>	ACCOMMODATIONS (must use regularly in class) <i>EMBEDDED</i>
Digital Notepad	Keyboard Navigation	
English Dictionary	Mark for Review	
English Glossary	Spell Check	
Expandable Passages	Strikethrough	
Global Notes	Writing Tools	
Highlighter	Zoom (14 pt. font)	
<i>NON-EMBEDDED</i>	<i>NON-EMBEDDED</i>	<i>NON-EMBEDDED</i>

MATHEMATICS (For students in grades 3-8 and 11)

UNIVERSAL TOOLS - available unless turned off <i>EMBEDDED</i>	DESIGNATED SUPPORTS (must use regularly in class) <i>EMBEDDED</i>	ACCOMMODATIONS (must use regularly in class) <i>EMBEDDED</i>
Calculator	Mark for Review	
Digital Notepad	Math Tools	
English Glossary	Strikethrough	
Highlighter	Zoom (14 pt. font)	
Keyboard Navigation		
<i>NON-EMBEDDED</i>	<i>NON-EMBEDDED</i>	<i>NON-EMBEDDED</i>

SCIENCE ASSESSMENTS: (For students in grades 5, 8 and 10)

UNIVERSAL TOOLS (select those applicable) <i>NON-EMBEDDED</i>	DESIGNATED SUPPORTS (must use regularly in class) <i>NON-EMBEDDED</i>	ACCOMMODATIONS (must use regularly in class) <i>NON-EMBEDDED</i>

- CONSIDERATIONS FOR USE OF NON STANDARD ASSESSMENTS (will result in student being assessed using modified or alternate achievement standards):**
- The decision to participate in an alternate assessment rather than the standard assessment is based on the student's academic/ cognitive ability and adaptive behavior that indicate a need for a functional skills curriculum.
 - The decision to participate in the California Modified Assessment (CMA) rather than the California Standards Test (CST) for science is based on multiple measures (classroom assessment, eligibility, and other evaluations) that indicated student will not achieve grade-level proficiency within the year covered by the IEP.

EDUCATIONAL PROGRESS REPORT

Ventura County Schools (COE)

	1st	2nd	3rd	4th
Days Absent				
Tardies				

Student: Transition-Sample, Franz **Last IEP:** Oct 2, 2009
Case Manager: Case Manager **Grade:** Twelfth grade
School Attending: Triton Academy (COE) **Date of Report:** _____

Grading Period: _____

Overall Comments:

	Goals	Pupil Progress	
Goal 1	By 6/27/2011: With partial physical prompts, Franz will ascend and descend steps with one hand held 3 trials as measured by PT observation record.	Date	Accuracy <u>average 2.5</u> Consistency <u>3 trials</u>
		3/15/10	<i>Making great progress</i>
		Date	Accuracy <u>1</u> Consistency <u>3</u>
		6/30/10	<i>Lack of motivation</i>
		Date	Accuracy <u>0</u> Consistency <u>3</u>
		6/10	<i>Attained goal</i>
		Annual Review	<input checked="" type="checkbox"/> Met <input type="checkbox"/> Not Met Comments <i>Attained goal</i>
		9/10	
Goal 2	By 12/17/2010: With partial physical and direct verbal prompts, Franz will walk up stairs holding a hand or railing with fewer than one physical prompt for 3 consecutive trials as measured by observation record.	Date	Accuracy _____ Consistency _____
		3/15/10	
		Date	Accuracy _____ Consistency _____
		6/30/10	
		Date	Accuracy _____ Consistency _____
		6/10	
		Annual Review	<input type="checkbox"/> Met <input type="checkbox"/> Not Met Comments
		9/10	
Goal 3	By 9/29/10: When requested by teacher, Franz will participate in 4 hours a week of internship as a teacher's helper at the Little Vikings Head Start preschool and obtain a rating of "satisfactory" or better on at least half of the weekly evaluations for a semester as measured by supervisor evaluation.	Date	Accuracy _____ Consistency _____
		3/15/10	
		Date	Accuracy _____ Consistency _____
		6/30/10	
		Date	Accuracy _____ Consistency _____
		6/10	
		Annual Review	<input type="checkbox"/> Met <input type="checkbox"/> Not Met Comments
		9/10	

ADDENDUM

Ventura County SELPA IEP

(An IEP Addendum is used for changes to an IEP. DO NOT develop a new Student Information and Services cover page when using this form.)

Student Name _____ Student ID _____ D.O.B. _____ Date of IEP being addressed _____

Reason for Addendum/Discussion: _____ Date of Addendum _____

Special Education Services and/or Related Services <small>All services on this IEP will continue until next review unless otherwise specified under End Date.</small>	Begin Date <small>(current yr)</small>	End Date <small>(optional)</small>	Location	Frequency	Total Minutes	Provider
1. Primary _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____	_____	_____
7. _____	_____	_____	_____	_____	_____	_____
8. _____	_____	_____	_____	_____	_____	_____
9. _____	_____	_____	_____	_____	_____	_____
10. _____	_____	_____	_____	_____	_____	_____
11. _____	_____	_____	_____	_____	_____	_____
12. _____	_____	_____	_____	_____	_____	_____

Parent/Adult Student initials below indicate agreement or disagreement with the proposed changes to the IEP: _____ Agree: _____ Disagree: _____

This document shall incorporate the agreed-upon changes into the student's current IEP. All other provisions of the IEP remain in effect until the review date. Addendum will be implemented on _____ pending parent/adult student consent. Percent of school day student is in the general education setting: _____%

Parent/Adult Student offered translation of Addendum: Accepted (Language: _____) Declined N/A

Signatures below indicate attendance and participation:

Parent/Guardian _____ Date _____ Parent/Guardian _____ Date _____ Student _____ Date _____

Special Education Teacher/Provider _____ Date _____ General Education Teacher _____ Date _____ Interpreter _____ Date _____

LEA (District) Representative _____ Date _____ Title/Agency _____ Date _____ Title/Agency _____ Date _____

Copy to: District Office General Education/Cumulative File Case Manager Parent/Adult Student Related Services Agency Other _____

ADMINISTRATIVE AMENDMENT

Ventura County SELPA IEP

(This form to be utilized only with prior administrative approval. See district guidelines. It is generally used only for minor changes in the IEP that do not require the whole IEP team. DO NOT develop a new Student Information and Services page when using this form.)

Student Name _____ Student ID _____ D.O.B. _____ Date of IEP being amended _____

Administrator or District Representative authorizing Amendment _____ Date of Administrative Amendment _____
Date _____

Reason for Administrative Amendment/Discussion:

Changes to the IEP:

The document shall incorporate the agreed-upon changes into the student's current IEP. All other provisions of the IEP remain in effect until the review date. Changes will be implemented on _____ pending parent/adult student consent. Percent of school day student is in the general education setting: _____%

Parent/Adult Student offered translation of Amendment: Accepted (Language: _____) Declined N/A

Signatures below indicate agreement with changes:

Parent/Guardian _____ Date _____ Parent/Guardian _____ Date _____ Student _____ Date _____

District Personnel/Title _____ Date _____ LEA (District) Representative _____ Date _____ Other/Title _____ Date _____

Copy to: District Office General Education/Cumulative File Case Manager Parent/Adult Student Related Services Agency Other _____

For more information about special education and your rights, please contact your district Special Education Office or visit the SELPA website at www.venturacountyselfa.com

WORKSHEET FOR DETERMINATION OF NEEDED ASSESSMENT FOR TRIENNIAL/REEVALUATION

Ventura County SELPA IEP

Student Name _____ Meeting Date _____
D.O.B. _____

Special Education students must be re-evaluated at least every three years to address the four areas below. Considering existing data on the student, including most recent psycho-educational assessment (s), classroom-based assessments and observations, state achievement testing, teacher and related services providers' observations, and evaluations and information provided by the parents of the student, the IEP team determines whether further assessment is needed in any areas in order to conduct a Triennial/Reevaluation meeting.

1. **ELIGIBILITY** Additional assessment to determine if student continues to have a disability requiring Special Education services: **Needed** **Not Needed**
Comments: _____

2. **EDUCATIONAL PERFORMANCE** Additional assessment to determine present levels of academic achievement and related developmental needs: **Needed** **Not Needed**
If needed, specify areas where additional assessment is needed: _____

3. **NEED FOR SERVICES** Additional assessment to determine whether the student continues to need Special Education and related services: **Needed** **Not Needed**
If needed, specify areas where additional assessment is needed: _____

4. **CHANGE OF SERVICES** Additional assessment to determine whether any additions or modifications to Special Education and related services are needed to enable the student to meet the measurable annual IEP goals and participate, as appropriate, in the general curriculum: **Needed** **Not Needed**
If needed, specify area where additional assessment is needed: _____

SUMMARY A) School district members of IEP Team agree that additional assessment (in the above areas, if specified) is: **Needed*** **Not Needed**
B) Parent believes that additional assessment is: **Needed*** **Not Needed**
If parent is requesting additional assessment, specify the areas in which they believe further assessment is needed: _____
C) Regardless of the need for assessment, Vision and Hearing screening will be updated as required by law unless parent objects.
D) Regardless of whether or not additional assessment is needed, the Triennial/Reevaluation meeting will be held (by date): _____
Parent/Adult Student will receive an Assessment Report and/or a written Summary of Record Review at that meeting.

Appendix 3-RR

*If Needed is checked, an Assessment Plan will be developed.

Copy to: Assessment Team Lead (if not present at meeting)

DOCUMENTATION OF DISTRICT & PARENT/ADULT STUDENT DECISION ABOUT ASSESSMENT NEEDED FOR TRIENNIAL/REEVALUATION

Ventura County SELPA

Student _____

D.O.B. _____

Dear Parent/Guardian or Adult Student:

Every three years, a review (known as a "Triennial/Reevaluation") must be conducted to determine the following:

- 1) whether the student continues to have a disability;
- 2) the present levels of academic achievement and related developmental needs;
- 3) whether the student continues to need special education and related services; and
- 4) whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual IEP goals and participate, as appropriate, in the general curriculum.

As discussed with you _____, members of the IEP team have reviewed the existing information and/or data on the student, including:

- Information provided by you, and
- Current classroom-based assessments and observations, and
- Observations by teachers and related service providers

Based on that review and your input, it has been concluded that:

- Additional assessment is needed. An Assessment Plan is enclosed. If you are in agreement, please sign and return promptly. An Assessment Report will be developed for the meeting.
- No additional data are needed to answer the questions above at this time. You will receive a written Summary of Record Review at the meeting.

Note: Vision and hearing screening will be updated as required by law unless you file a written objection.

You have the right to request additional assessment, if at any time you believe that it is needed in a particular area in order to address the Triennial/Reevaluation components listed above. If you have any questions, or would like to discuss this further, please call me at the number listed below.

The Triennial/Reevaluation IEP meeting will be scheduled no later than _____ and you will be invited to attend and participate.

Sincerely,

Name

Title

Phone Number

Date

Copy to: <input type="checkbox"/> District Office <input type="checkbox"/> Cumulative File <input type="checkbox"/> Case Manager <input type="checkbox"/> Parent/Adult Student
--

**SUMMARY OF RECORD REVIEW IN PREPARATION FOR
TRIENNIAL REVIEW MEETING
Ventura County SELPA**

Date _____

Student _____

D.O.B _____

School _____

Reviewer _____

Title _____

If EL, current level of English proficiency: Beginning Early Intermediate Intermediate Early Advanced Advanced

Student is Reclassified English Proficient

This worksheet is to be used in preparation for Triennial Review when no new assessment was conducted. It is not considered to be an Assessment Report. It is a worksheet to record sources of data reviewed and for recommendations at the Triennial Review IEP meeting.

Sources of data used to compile this summary.

Assessment Reports:

Date	Type	Assessor

- Review of cumulative records
- Statewide Testing and Reporting results (STAR Program)
- Grades
- Progress toward prior goals
- Teacher interview
- Parent interview
- CELDT Scores
- Other data sources:

Brief summary of reviewer’s findings and recommendations:

- Present levels of academic achievement and related developmental needs:
- Student appears to continue to meet criteria for the following disability:
- Student appears to continue to need the following special education and related services:
- Student may need the following additional special education and related services or modifications to special education and related services to meet IEP goals and participate in the general education curriculum.

These findings are presented to the IEP team using data existing in the student’s file and other sources noted above. The final decision about eligibility and services will be made by the IEP team.

Copy to: District Office Cumulative File

VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

- SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2015



SECTION 4 FREE APPROPRIATE PUBLIC EDUCATION

- SECTION 1 – GOVERNANCE
- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- SECTION 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION**
- SECTION 5 – ALTERNATIVE PLACEMENT
- SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
- SECTION 7 – EARLY CHILDHOOD
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET
- SECTION 10 – PARENT INVOLVEMENT
- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are local plan policy.**

Ventura County SELPA
5100 Adolfo Rd.
Camarillo, CA 93012
(805) 437-1560 (805) 437-1599 – fax
www.venturacountyselpa.com

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I. Continuum of Special Education Services

Special education means specially designed instruction at no cost to the parents to meet the unique needs of a child with a disability..." (34 CFR 300.39 (a)(1)). Services shall be available to all students as follows:

- A. Primary Services – The most essential service to address the student’s needs related to the disability. The primary service is the student’s basic special education service and *may be* the only service the student receives. The primary service shall be one of the following.
1. Specialized Academic Instruction (SAI) - “Adapting as appropriate to the needs of the child with a disability the content, methodology or delivery of instruction to ensure access of the child to the general curriculum...” (34 CFR 300.39 (b)(3))
 2. Intensive Individual Services (IIS) – The student receives additional adult support for all or part of the day (as determined by the IEP team) in order to meet his/her IEP goals. **(See Appendix 4-A “Special Circumstances Paraeducators-Guidelines for Determining Need, Training, Supervision and Fading”)**
 3. Individual/Small Group – Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individuals to participate effectively in the preschool program.
 4. Language and Speech – Speech/Language services provide remedial intervention for individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation; abnormal voice quality, pitch, or loudness; fluency, hearing loss; or the acquisition, comprehension, or expression of spoken language. **(See Appendix 4-B Guidelines for Speech and Language Pathologists)**
 5. Travel Training – Providing instruction to children with significant cognitive disabilities, and any other children with disabilities who require it to develop an awareness of the environment in which they live and learn the skills necessary to move effectively and safely from place to place.
 6. Vocational Assessment, Counseling, Guidance and Career Assessment – Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provisions for work experience, job coaching, development and or placement, and situational assessment.
 7. Adapted Physical Education – For students with IEPs who require developmental or corrective instruction and who can’t participate in general PE, modified PE, or specially designed PE in a special education class. May include consultation with other PE teachers. **(See Appendix 4-C “Inclusive Physical Education – Fun and Games for Everyone”)**

Primary services may be provided in any of the following locations:

-
- In general education settings with adaptations provided by the general education teacher
 - In general education settings with adaptations and supports provided by Special Education professionals or paraeducators
 - In special settings or locations with instruction provided by Special Education staff
 - In other settings such as home, hospitals and institutions
 - In physical education
- B. Related Services – “Related services are those services that assist the student to access and benefit from their primary special education service(s).” Related services may include, but are not limited to:
- Agency Linkages
 - Assistive Technology Services
 - Audiological Services
 - Behavior Intervention Services (**See Appendix 4-D- “Positive Behavior Interventions Handbook” and 4-E “Positive Behavior Intervention Training Manual”**)
 - Braille Transcription
 - Career Awareness (**See Appendix 4- F Transition Counseling Worksheet”**)
 - College Awareness Preparation (**See Appendix 4-G “Going to College or Thinking About it?”**)
 - Counseling and Guidance
 - Individual Counseling
 - Interpreter Services
 - Job Coaching
 - Mentoring
 - Note taking Services
 - Orientation and Mobility Services
 - Health and Other Nursing Services
 - Parent Counseling
 - Physical Therapy
 - Occupational Therapy (**see Appendix 4-H Educational Occupational Therapy Service Guidelines”**)
 - Psychological Services
 - Reader Services
 - Recreation Services including Therapeutic Recreation
 - Social Work Services
 - Specialized Deaf/Hard of Hearing Services
 - Specialized Orthopedic Services
 - Specialized Physical Health Care Services (**Appendix I “Individualized Specialized Physical Health Care Plan”**)
 - Specialized Services for Low Incidence Disabilities
 - Specialized Vision Services (for students with low vision or blindness)
 - Transcription Services

-
- C. Special Settings and Locations for Special Education Services - Special Education services not provided in general education settings may be provided in the following settings.
1. Special Education Class on a public school campus. Special education classes will be taught by an appropriately credentialed Special Education teacher with appropriate subject matter competency. The class will be designed to meet the unique needs of the students with disabilities in the class.
 2. Special Education Program located on a public school campus that only includes students with disabilities.
 3. Court and Community Schools
 4. Non-Public Schools or Agencies – See SELPA website for list of those contracting with the SELPA
 5. State Special Schools
 6. Residential Treatment Centers with school services
 7. Home or Hospital settings

II. Least Restrictive Environment (LRE)

A. Philosophy

The Ventura County Special Education Local Plan Area is committed to the provision of services to individuals with exceptional needs in the Least Restrictive Environment as clearly stated in legislative intent:

"Individuals with exceptional needs are offered special assistance programs that promote maximum interaction with the general school population..." (Education Code Part 30, Chapter 1, Section 56001[g]). This intent to maximize interactions is based on the principle that both students with and without disabilities are most successfully educated in a shared environment where qualities of understanding, cooperation, and mutual respect are nurtured.

In all instances, the IEP Team determines the extent to which an individual with exceptional needs participates in general education with students without disabilities. The determination of appropriate program placement, related services needed, and curriculum options to be offered is made by the IEP Team based upon the unique needs of the student with disabilities rather than the label describing the disabilities or the availability of programs.

Students with disabilities are to receive their education in a chronologically age-appropriate, general education environment in the same public school as the students without disabilities in their neighborhood unless there is an educationally compelling reason why this cannot be accomplished. The IEP team shall document on the IEP the reason for the placement in other than the school regularly designated for attendance. Presence of a disability does not, in and of itself, constitute an educationally compelling reason.

Educational environments other than a general education class shall not be considered until there is adequate documentation that the general education environment, services and/or curriculum cannot be modified to meet the student's goals on the Individualized Education Program (IEP)."

Documentation of the consideration of Least Restrictive Environment is made on the “Least Restrictive Environment” page. (See “**Appendix 4-J “Least Restrictive Environment IEP Form.”**”)

B. Location of Services

To provide opportunities for maximum integration with peers without disabilities, Operations Cabinet will collaborate to ensure:

1. Special education services, as appropriate to students’ needs, are available at local neighborhood schools.
2. The majority of special education classes, to the maximum extent appropriate to student needs, are housed on regular school campuses and dispersed throughout the districts within the SELPA.
3. One of the goals for students who are placed in separate public or non-public programs without nondisabled peers will be to return the student to a less restrictive setting. (See “**Appendix 4-K “Worksheet for Specialized out of District Program.”**”)
4. When determining location of special education classes, districts will consider students’ needs for continuity and stability.

C. Access to Academic Programs

All schools allow maximum access to general education academic programs as appropriate. The IEP will indicate supports needed for the student to be successful in general education. It will also indicate supports for staff to assist the student in accessing the academic program. (See the **Accommodations and Modification IEP page Appendix 4-L**)

D. Access to School Activities

Individuals with disabilities have equal access to all general education activities as appropriate to their needs. General education teachers and staff will be informed about legal requirements and benefits of integration of special education students. Supports for school activities are provided by the special education program as appropriate and are specified in the IEP.

E. Site Staff Meetings

School districts ensure that all special education teachers are included in all staff meetings in order to facilitate discussion of opportunities for social interactions. In cases where Ventura County Office of Education (VCOE) classes are located on district campuses, VCOE staff will be included in staff meetings as appropriate.

Site principals are encouraged to provide opportunities for staff inservice or planning time to discuss strategies for facilitating social interaction between students with and without disabilities. (See “**Social Success” section of Appendix 4-M “Including Students with Moderate/Severe Disabilities in General Education Settings.”**)

F. Ability Awareness

The Ventura County SELPA – Community Advisory Committee offers “Ability Awareness” programs to all local elementary and middle schools to facilitate acceptance and understanding of people with disabilities.

In addition the Ventura County SELPA website has a “Community Ability Awareness” button which features information and activities to promote acceptance. **(Appendix 4-N – Website “Community Ability Awareness”)**

III. Provision of Services

The Special Education Case Manager is responsible for monitoring the provision of all special education and related services. The Case Manager is identified on the IEP. The Case Manager assures that all service providers submit progress reports toward goals and objectives (as appropriate) at required reporting periods.

Educationally necessary services are provided at no cost to families as specified in the IEP.

If a related service is required in order to assist a student in meeting his/her goals and objectives and the service is to be provided by an outside public or private agency, the service is documented on the IEP. If a private, non-public agency or outside contractor will provide the service, a contract will be generated. See **Section 1** for sample Master Contract and procedures. If another public agency fails to provide the agreed-upon services as specified in the IEP, then the service shall be contracted for with another agency or provided by the local school district.

If an outside public agency is being considered as a provider, the district will assist the family in the referral and eligibility process as necessary. When a referral is made to an outside agency, the district will make every effort to adhere to required timelines in order to not unduly delay IEP development. If the outside public agency determines the student is not eligible for that agency’s services, the services will be provided by the district in another way.

Some services are provided by a paraeducator, who is always under the supervision of a credentialed or licensed educator. Paraeducators should be appropriately trained **(See Appendix 4-O for “Training Manual for Special Education Paraeducators/Instructional Aides.”)**

IV. Other Services

A. Low Incidence Disabilities – Students with Hearing Impairment, Visual Impairment, Orthopedic Impairments or any combination of the above

The Ventura County SELPA is committed to providing appropriate special education services to all students with low incidence disabilities. Staff with specialized credentials in Educational Audiology, Deaf/Hard of Hearing, Orientation and Mobility, Visual Impairments and Orthopedic Impairments will be available to consult on assessment and IEP meetings. All students in special education, regardless of disability, are provided access to grade-level

instructional materials. **(See Appendix 4-P “Role of the Deaf/Heard of Hearing Teacher and Educational Audiologist in the IEP Process” and Appendix 4-Q “Consultation for Students with Orthopedic Impairments”).**

The SELPA Low Incidence Committee meets monthly to ensure equitable distribution of Low Incidence Funds in order to meet the needs of pupils within the districts. This method ensures that funds are made available to purchase equipment and services regardless of location of program. **(See Section 2 “Budget” regarding low incidence fund distribution)**

Districts assume responsibility for informing staff of the district-approved methods for accessing low incidence funds.

B. Transportation

Transportation is provided as a related service via the IEP process for preschool and school-age students who require transportation to access their special education program and for whom the disability makes it impossible to access the regular district system of transportation. If the district has no regular system of busing, transportation is made available to students whose IEPs indicate the need, due to the nature of the disability. If students can access the regular district transportation, it will be indicated on the IEP.

Students who are able to use the regular bus stop shall do so. Others may require specific transportation to/from home to school. There are five levels of transportation (Levels of Service- “LOS”) that might be specified on the IEP:

Level of Service	Description
1	Student assigned to a bus stop at the closest accessible curbside to the home or service address
2	Student assigned to a bus stop within two tenths of a mile of the home or service address.
3	Student assigned to a bus stop within four tenths of a mile of the home or service address.
4	Student assigned to a bus stop within one mile of the home or service address.
5	Student assigned to a bus stop at the closest neighborhood school.

The Ventura County Office of Education (VCOE) provides transportation services to most special education students served in VCOE programs, some students who attend special education programs outside of their district of residence, and to students who use wheelchairs in certain districts. Please refer to the VCOE Transportation Policies and Procedures document **(Appendix 4-R)** which covers the use of wheelchairs, walkers, car seats and safety vests on school buses.

If a transportation contractor is used, the contractor has the responsibility for ensuring school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

C. Literacy and Core Curriculum

All Directors and Coordinators of Special Education shall assure that all special education students have access to Common Core State Standards and frameworks, text books, supplementary text books, instructional materials and support so that students with disabilities may attain higher standards in reading and other core subjects.

The SELPA will assure that all Special Education instructional personnel are provided with opportunities to participate in staff development opportunities in the area of literacy, including information about current literacy and learning research, and state adopted standards and frameworks. This will be accomplished via the following means:

- Development of IEP goals in English/Language Arts in all Common Core State Standards. **(See Appendix 4-S “Sample Reading Section of IEP Goals Bank”)**
- Assurance that all Special Education staff have access to Common Core State Standards and frameworks.
- Dissemination of information from the Ventura County Office of Education Department of Curriculum and Instruction to all Special Education staff if it is related to the topic of literacy and learning research or state adopted standards and frameworks.
- Ensuring that inservice opportunities are made available to all staff on research-based instructional strategies and interventions for teaching reading to a wide range of diverse learners.

D. Autism

The SELPA provides services to children with autism in a continuum of options, ranging from full integration in general education to self-contained classes and a unique school designed for learners with autism. **(See Appendix 4-T Triton Academy Brochure).**

The SELPA also provides a process for staff, both certificated and classified, to achieve certification of advanced training in the field of autism. **(Appendix 4-U “Autism Certification Manual – Professional Level”, 4-V “Autism Certification Manual – Paraprofessional Level”)**

E. (Central) Auditory Processing Disorders

The SELPA collaborates with the VCOE Hearing Conservation Department to assess students eligible for special education services. A handbook on symptoms and process for assessment of (Central) Auditory Processing Disorders [(C)APD] is available. **(Appendix 4-W)**

F. Hearing Assistive Technology (HAT)

The SELPA collaborates with VCOE Hearing Conservation Department to provide and monitor Hearing Assistive Technology (HAT) Systems for Students

with hearing impairments as specified on the IEP. **(See Appendix 4-X HAT Hearing Assistive Technology (HAT/FM Amplification) Guidelines)**

G. Visual Impairment

Students who are blind or have a visual impairment are provided instruction in a variety of ways, which may include any of the following:

- Braille
- Large print materials
- Text-to-Speech

H. Social/Emotional Services

The SELPA provides a continuum of social/emotional services for students who require additional support and intervention to address their social, emotional or behavioral needs at school.

1. School Based Services - Guidance Counseling, groups or behavior supports provided by school counselors, teachers, school psychologists, etc.
2. Pre-Intensive Social/Emotional Services - (Pre-ISES):

The SELPA sets aside funding for social, emotional or behavioral services to students who require them as part of their IEP. These services may include:

- Individual or Group Counseling
- Behavior Intervention Services
- Parent Counseling and Training to address the child's needs

These services are provided by appropriately qualified educational personnel including school psychologists, therapists, social workers and behavior specialists. Districts either use the funds to hire their own staff to provide these services, or participate in the SELPA Consortium for Pre-ISES services. **(See Appendix 4-Y SELPA Handbook Social/Emotional Services Specialists)**

3. Intensive Social/Emotional Services (ISES)

The SELPA provides funding for services to students with more intensive, ongoing needs, as determined by the IEP team. These students must have been assessed by a licensed clinician, found to have a DSM mental health diagnosis, and be able to benefit from ISES services. The services include those above, under Pre-ISES, with the addition of Social Work Services. ISES services are provided by licensed clinicians or interns under the supervision of a clinician. The SELPA contracts with Ventura County Behavioral Health, the Conejo Valley Unified School District and Casa Pacifica to provide these services. **(See Appendix 4-Z Guidelines for the Implementation of ISES in the Schools)**

4. Collaborative Educational Services (COEDS)

For students and families who need intensive interventions and support in the home and/or community to address the student's educational needs, the SELPA provides the COEDS program. To receive COEDS, the student must already have an ISES clinician working with the student and school team to address social/emotional needs at school. The IEP team determines the level of support required by the student and family, which may include:

- Family Case Manager providing Social Work services
- Youth Partner providing behavior interventions and support to the student
- Parent Partner providing parent-to-parent support

The family and COEDS staff meet regularly in Family Support Team meetings to set goals, brainstorm options and evaluate progress. In addition the Family Support Team meets with ISES therapist, Special Education Case Manager, and other appropriate school staff at the school on a monthly basis to review the student's progress.

In addition, the IEP team may agree to provide "on call" support to the family and student, any time of day or night, in addition to regularly scheduled support. See Appendix AA for the COEDS overview.

All social/emotional services, including School-Based, Pre-ISES, ISES and COEDS are measured by outcomes on related social, emotional or behavioral IEP goals for the educational environment.

(See Appendix 4-BB for the ISES Continuum of Options and Appendix 4-CC for a parent brochure "My Child has Emotional & Behavior Challenges...How can I find help?")

I. Prohibition on Mandatory Medicine

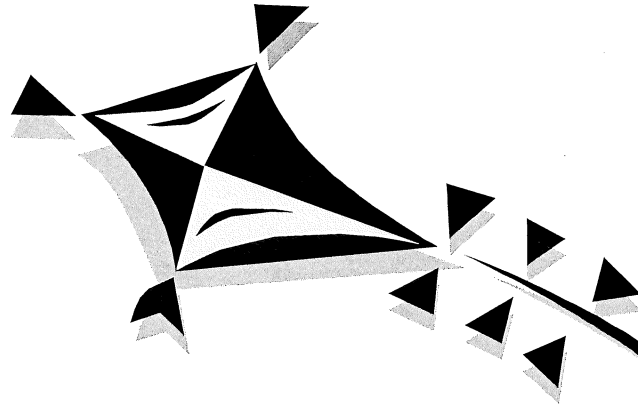
It shall be the policy of the Ventura County SELPA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Control Substance Act as a condition of attending school or receiving a special education assessment and/or services.

20 USC Section 1412 (a)(25)



SECTION 4
INDIVIDUAL STUDENT PROGRAMMING
APPENDICES A-AA

Ventura County SELPA, Mary E. Samples, Assistant Superintendent



Special Circumstances Paraeducators

**Guidelines for determining need, training,
supervision and fading.**

2014

www.venturacountyselpa.com

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Mary E. Samples, Assistant Superintendent

Ventura County SELPA

Guidelines for Speech-Language Pathologists (SLPs)

2012

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Inclusive Physical Education Fun and Games for Everyone



Ventura County Special Education Local Plan Area (SELPA)

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Ventura County SELPA
Mary E. Samples, Assistant Superintendent

“Positive Behavior Interventions (PBI)”



**Handbook
-2014-**

**A handbook which outlines the procedures for
Functional Behavior Assessment (FBA) and Behavior
Intervention Plans per
Code of Federal Regulations Sections
300.324(a)(2)(i) and 300.530(f)(1).**

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Positive Behavior Intervention Training Manual 2014

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Ventura County SELPA
 www.venturacountyselpa.com
 Transition Counseling Worksheet
 (To be used with the "Student Input to the Transition Portion of the IEP"
 Worksheet, if appropriate for the student)
STUDENT INTERVIEW WORKSHEET

**Not
Annotated**

Student Name _____
Student Age _____ **Years left in school** _____
Special Education Case Manager Name _____
Date(s) of Counseling _____

1) SELF AWARENESS/SELF ADVOCACY:

How do you see yourself as a person/student/worker? What are your strengths and what do you feel are your weaknesses (things that are hard for you)?

What is the disability that makes you eligible for Special Education services? Can you describe it? What are the challenges (if any)?

What are the supports that you need to help you, in school, at home, other places (if any)?

Do you ask for help and supports if needed? _____

What are the things you need to work on to help you be a better self-advocate for yourself:

___ Nothing, I think I'm fine (or):

-
-
-

2) INDEPENDENT LIVING:

Where do you see yourself living shortly after you leave school?

Where do you see yourself living 4-5 years after leaving school?

What things do you need to find out/learn/work on in order to achieve your long range goal?

___ Nothing, I'm all set (or):

-
-
-

3) CAREER/VOCATIONAL:

Career Interest Tests Taken:

Month/Year:

Career Interest Results:

What career(s) are you interested in at this time?

What is it about that/ those careers that you like?

Career Skills Tests Taken:

Month/ Year:

Areas of Strength:

Areas of Need:

At this time, does it seem as if your strengths and skills are suited for your career interest?

(If yes) What are the things do you need to work on/learn to help you get there?

-
-
-

You may skip ahead to # 4.

(If no) Are there other careers in your career cluster that seem interesting to you? (and/or)

Are there other careers that are also of interest to you? (and/or)

Do you have a "back up" career in case your first choice does not work out?

If you are not sure, what are some of the things that you could do to explore more about careers:

-
-
-

(If you want to continue to work toward your career goal, despite a current gap between interests and skills:)

What are the areas that you need to work on in order to be ready for your career goal?

-
-
-

4) EDUCATION/TRAINING:

Does your career require college? _____

Are you planning to go to college? _____

(If yes) Which one? _____

(If you know which college)

What kinds of things do you need to work on in order to get you ready for that college?

___ Nothing, I'm all set (or):

-
-
-

(If you do not know about college, or which one to go to:)

What kinds of things do you need to learn/do to have a better idea about college?

-
-
-

(Whether or not you are planning on going to college)

Does your career require a vocational certificate or degree? _____

(If yes) Which one? _____

(If you have a vocational training program in mind)

What do you need to work on in order to get you ready for that program?

___ Nothing, I'm all set (or):

-
-
-

(If you do not know about vocational training programs for your career)

What are the things you need to learn/find out about vocational training programs?

-
-
-

Ventura County SELPA
www.venturacountyselpa.com

“Student Input for the Transition Portion of the IEP” Worksheet

Student Name _____
 Age _____ Years left in school _____
 Special Education Case Manager Name _____
 Date(s) of Counseling _____

After talking with my Case Manager, my family, and other trusted adults, here are my ideas for my adult life, and the things I would like to work on to help me get there.

Independent Living:

(Put your long range living goal)

Within ___ years of leaving school, I hope to be living in _____

To help me get to that goal, I need to work on:

___ Nothing, I am all set (or)

-
-

Training and/or Education:

Within ___ years of leaving school I hope to be enrolled in _____, (or) I don't plan to attend college or a training program ___

To help me find out more about colleges and training programs, or to get to my goal, I need to work on:

___ Nothing, I'm all set (or)

-
-

Employment:

Within ___ years of leaving school I hope to be employed as a _____

Career Cluster _____

(If applicable) Other careers in that cluster that I am also interested in:

(And/Or) If my first choice doesn't work out, my other career choice is:

To help me to find out more about careers or to reach my career goal I need to work on:

___ Nothing, I'm all set (or)

-
-

Thanks for being at my IEP today. I appreciate all the help that I can get to help me reach my goals.

Ventura County Transition Project

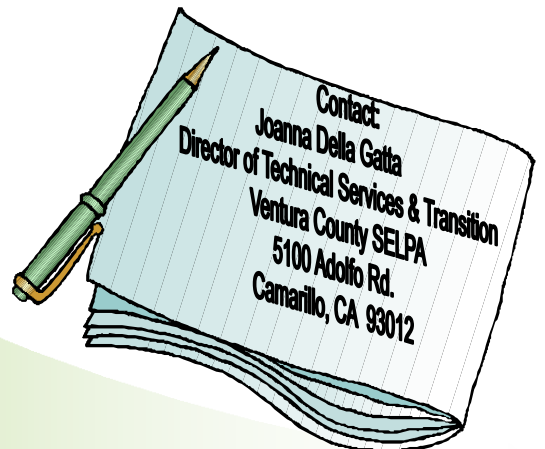
GOING TO
COLLEGE

OR

THINKING ABOUT IT?
THINKING ABOUT IT?

**Information for teens enrolled in special
education programs**

For more information about transition to
adult life for students with disabilities go to
www.venturacountyselva.com/Transition



revised 2014

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Ventura County SELPA
Mary E. Samples, Executive Director

EDUCATIONAL OCCUPATIONAL THERAPY SERVICE GUIDELINES



2002 VERSION

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[INSERT DISTRICT NAME]
 [INSERT ADDRESS]
 [INSERT PHONE NUMBER]

INDIVIDUALIZED SPECIALIZED PHYSICAL HEALTH CARE PLAN

I. IDENTIFYING INFORMATION

Student's Name:	School:
Birth Date:	Teacher:
Age:	Grade:

CONTACTS

PARENTS

Mother's Name: _____
 Mother's Address: _____
 Mother's Home Telephone: _____ Work Phone: _____ Emerg. Telephone: _____
 Father's Name: _____
 Father's Address: _____
 Father's Home Telephone: _____ Work Phone: _____ Emerg. Telephone: _____

PHYSICIAN

Physician: _____ Telephone: _____
 Physician's Address: _____

HOSPITAL

Hospital Emergency Room: _____ Telephone: _____
 Hospital Address: _____
 Ambulance Service: _____ Telephone: _____

SCHOOL

School Nurse: _____ Telephone: _____

II. MEDICAL OVERVIEW

Medical Condition: _____ Any Known Allergies: _____
 Medications: _____
 Possible Side Effects: _____
 Necessary Health Care Procedures at School: _____

 Health Care Plan for Period: _____ to _____

III. OTHER IMPORTANT INFORMATION				
IV. BACKGROUND INFORMATION / NURSING ASSESSMENT				
Brief Medical History	<input type="checkbox"/> Check if additional information is attached.			
Specific Health Care Needs	<input type="checkbox"/> Check if additional information is attached.			
Social / Emotional Concerns	<input type="checkbox"/> Check if additional information is attached.			
Academic Achievement	<input type="checkbox"/> Check if additional information is attached.			
V. HEALTH CARE ACTION PLAN				
Attach physician's order and other standards for care.				
Procedures and Interventions (Student Specific)				
Procedure	Administered by	Equipment	Maintained by	Auth / Trained by
1.				
2.				
3.				

V. SPECIALIZED PHYSICAL HEALTH CARE ACTION PLAN (cont.)		
Medications		_____ Attach medication form and administration log
Diet		<input type="checkbox"/> Check if additional information is attached.
Transportation		<input type="checkbox"/> Check if additional information is attached.
Classroom School Modifications (including adapted PE)		<input type="checkbox"/> Check if additional information is attached.
Equipment – List Necessary Equipment and Supplies	Provided by Parent	Provided by District
1.		
2.		
3.		
<input type="checkbox"/> None Required		
Safety Measures		<input type="checkbox"/> Check if additional information is attached.
Emergency Plan _____ Attached	Transportation Plan _____ Attached	Training Plan _____ Attached
Substitute / Backup Staff (when primary staff is not available)		
Possible Problems to be Expected		
Training		

VI. SPECIALIZED PHYSICAL HEALTH CARE PLAN REVIEW

Next review date of Specialized Physical Health Care Plan: _____

VII. DOCUMENTATION OF PARTICIPATION

We have participated in the development of the Specialized Physical Health Care Plan and agree with its contents.

Signature:	Date:	Signee:
		Administrator or Designee
		Teacher
		Nurse
		Other
		Other

VII. PARENT AUTHORIZATION FOR SPECIALIZED PHYSICAL HEALTH CARE SERVICES

We (I), the undersigned who are the parents/guardian of _____, _____
 (Student Name) (Birth Date)

request and approve the attached Individualized Specialized Physical Health Care Plan. We (I) understand that a qualified designated person(s) will be performing the health care service. It is our understanding that in performing this service, the designated person(s) will be using a standardized procedure which has been approved by the student's Specialized Physical Health Care Team and Physician.

We (I) will notify the school immediately if the health status of _____
 (Student Name)
 changes, we change physicians, or there is a change or cancellation of the procedure.

We (I) agree to provide the following, if any: medical equipment and supplies, medication, dietary supplements.

<p>_____ Parent Signature</p> <p>Date _____</p>	<p>_____ Parent Signature</p> <p>Date _____</p>
---	---

LEAST RESTRICTIVE ENVIRONMENT

Ventura County SELPA IEP

Student Name _____ Meeting Date _____
 D.O.B. _____

Promotion and Retention Standards (Grades 2-8) Regular district criteria Individualized criteria, specify (reading for gr. 2 & 3; English/language arts and math for all other grades): _____

Special Factors Affecting Learning and Placement Do any of the following special factors apply? If yes, describe interventions, strategies and/or supports.

- Yes No Behavior interferes with learning (of self or others): _____
- Yes No Language needs of English Learner (EL): _____
- Yes No Braille instruction for students with blindness or visual impairment: _____
- Yes No Communication needs, including students who are deaf or hard of hearing : _____
- Yes No Assistive technology devices and services: _____
- Yes No Low Incidence Equipment to be acquired: _____

Program Considerations

- The IEP Team considered the following factors to determine the least restrictive environment for the student:
 - *The level of his/her individual needs as reflected on this IEP*
 - *Removal from general education only when the nature or severity of the educational needs are such that education in general classes with supplementary aids and services cannot be achieved satisfactorily*
- Check each program option discussed:
 - General education class(es) with special education monitoring, consultation, collaboration, accommodations or modifications
 - General education class(es) with special education services provided individually or in small groups in the classroom
 - General education class(es) with special education services provided individually or in small groups outside the classroom
 - Special education class(es) with part-time integration for academics in general education classroom
 - Special education class(es) with integration into non-academic and/or extracurricular activities in general education classrooms or settings.
 - Full-time special education class(es) in a public school
 - Full-time special education class(es) in a Nonpublic School (NPS)
 - Home/hospital instruction
 - (For preschoolers only) Related Services only
 - Other: _____

Offer of Free Appropriate Public Education (FAPE) - Describe student's overall school program, including supports needed for extracurricular activities (if any):

If placement in other than general education, provide rationale: _____
 If placement in other than home school, provide rationale: _____
 Other placement rationale: _____
 Additional supports for student: _____
 Supports needed for school personnel (i.e. consultation, training, planning time): _____

Support needed for transition between programs (i.e. special education to general education; preschool to kindergarten; middle school to high school):

Extended School Year Yes No If yes, fill out the services box below. See Meeting Summary for additional/more specific information regarding the ESY program.

Special Education Services and/or Related Services		Frequency	Minutes	Minutes
1. Primary	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
		4.	5.	6.
		7.		

WORKSHEET FOR SPECIALIZED OUT OF DISTRICT PROGRAM

Ventura County Special Education Local Plan Area (SELPA)

Student Name _____ D.O.B. _____ Meeting Date _____

The team agrees student will be placed in _____

Rationale for placement:

Progress reports toward goals will be reported to parents

- Method: _____
- Months: _____

It is the goal of the Ventura County SELPA to educate students in settings as close to the home community as soon as possible. Steps to assist student in returning to a less restrictive school placement:

-
-
-
-
-

Skills/competencies student should display before returning to a less restrictive school placement:

-
-
-
-
-

These skills and competencies should be reflected in goals when appropriate.

Frequency of IEP review: _____

Copies of Progress Reports and Behavior Emergency Reports to be forwarded to:

(Name) _____ (Title) _____
(Location) _____
(Address/Fax) _____

ACCOMMODATIONS and MODIFICATIONS for CLASSROOM INSTRUCTION & ASSESSMENT

Ventura County SELPA IEP

Student Name _____

D.O.B. _____

Meeting Date _____

ACCOMMODATIONS needed for student to be involved and progress in the core curriculum (must be related to student's disability):

Note: Accommodations do NOT fundamentally alter or lower standards of course/test. Students receiving accommodations in the classroom shall be eligible to receive the same grade.

The accommodations listed below apply to all subjects and settings unless specified otherwise.

SETTING/ SCHEDULING	TEACHER DIRECTIONS	STUDENT RESPONSE
SENSORY NEEDS	ORGANIZATION / STUDY SKILLS	PERSONAL CARE / EQUIPMENT

MODIFICATIONS needed: *Note: modifications DO fundamentally alter or lower standards of course/test.*

SUBJECT	ASSIGNMENTS / TESTS		COURSES / SUBJECTS	
	MODIFICATIONS	GRADING	MODIFIED REQUIREMENTS	GRADING

The Ventura County Special Education Local Plan Area (SELPA)
Mary E. Samples, Assistant Superintendent
present....

"Including Students with Moderate/Severe Disabilities in General Education Settings"

A guide with ideas
for making it work!

For Additional Information Contact:
Regina Reed,
Director, Personnel Development
5100 Adolfo Rd., Camarillo CA 93012
(805) 437-1560
Rreed@vcoe.org
www.venturacountyselpa.com



Including Students with Moderate/Severe Disabilities
in General Education Settings
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Community Ability Awareness



Letter to Community



General Ability Awareness



Information and Activities for Specific Disabilities



"Bring Ability Awareness to your School"

This site contains resources and activities to help our community have a better understanding of common disabilities. It is hoped that these materials be used to gain better awareness and acceptance so that our children, youth and adults with disabilities can participate as fully as possible in the heart, soul, and life of our community.

The activities are designed to be used by anyone with an interest in fostering better understanding and acceptance of people with disabilities. It is anticipated that they may be used by:

- Youth groups
- Scout troops
- Sports team leaders
- General education teachers
- Sunday school and Torah school teachers
- Adult groups

The information includes general resources about disabilities, as well as detailed information and activities for specific disabilities. It is hoped that the specific disability information will be used to better welcome a person with that disability into the class or group.

The experiential activities are organized by age level to assist group leaders in selecting those that would be best understood by their group, but you are welcome to change and accommodate to meet your own needs.

The SELPA offers an ["Ability Awareness"](#) program for elementary and middle schools with experiential activities to better understand how to support people with disabilities.

Many of the activities may address California Department of Education Health Education Content Standards and are encouraged for use by general education teachers in teaching health units and/or courses:

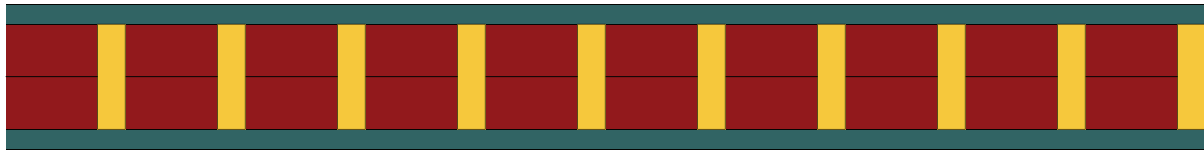
- ◆ 2.1.4- Discuss how to show similarities and differences between and among individuals and groups
- ◆ 2.7.3 - Show respect for individual differences

- ◆ 3.8.2 - Advocate for a positive and respectful school environment
- ◆ 5.1.5 - Recognize that there are individual differences in growth and development
- ◆ 6.1.14 - Examine the importance of being empathetic to individual differences, including people with disabilities and chronic diseases
- ◆ 6.2.6 - Analyze the external and internal influences on mental, emotional and social health
- ◆ 6.8.4 - Encourage a school environment that is respectful of individual differences
- ◆ 7.8.7.11 - Practice respect for individual differences and diverse backgrounds
- ◆ 7.8.8.7 - Advocate for a positive and respectful school environment
- ◆ HS 2.10 - Examine the internal and external issues related to seeking mental health assistance
- ◆ HS 7.8 - Practice respect for individual differences and diverse backgrounds
- ◆ HS 8.6 - Advocate for the needs and rights of others regarding mental and social health
- ◆ HS 8.7 - Advocate for a positive and respectful environment at school and in the community

Thanks for your interest in promoting “Disability Awareness” in our community. Together we can make a world where everyone is valued and appreciated for who they are as a person, despite any disability or special needs.

Ventura County SELPA
Mary E. Samples, Assistant Superintendent

www.venturacountyselpa.com



TRAINING MANUAL FOR SPECIAL EDUCATION PARAEDUCATORS/ INSTRUCTIONAL AIDES

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805-437-1560

Introduction

This manual was developed to assist professionals working with Special Education Paraeducators to ensure that the Paraeducators have the information and training they need to work safely and effectively with our Special Education students. Although each assignment will be different, there are certain basic areas in which it is felt that all Paraeducators should be trained and others that will be based on need.

Some Paraeducators work with one student at a time, others work with groups of students, and assignments can change from semester to semester. Therefore, this Manual was designed to assist the Special Education Case Manager, the Paraeducator, and the Supervisor (usually the Principal or other administrator) in determining the specific training that each Paraeducator needs in order to be effective in his or her job.

The topics on the **General** list are considered to be those in which any new Paraeducator must be given training. A suggested minimum number of minutes is given.

The **Specific** topics are those which the people involved should consider as important and applicable to the assignment. The left column would be checked if it was agreed that training on that topic were needed. There is no timeline in which the training must occur, but it is assumed that the Case Manager and the Principal will prioritize those to be addressed as soon as possible, and those that can wait a little longer.

The Special Education Case Manager is responsible for providing or arranging for the training. The training is designed to be informal and interactive, and can occur in a one-on-one setting. The Case Manager and Paraeducator are responsible for scheduling the training sessions.

Information and materials are provided here for each of the topics. This manual has been designed to allow each Special Educator to add his or her own resources and samples of materials and tools that are used in his or her program, if desired.

After the training is provided, the Case Manager and Paraeducator should sign off in the right column to indicate that the training has been completed. The training checklist should be kept in the Paraeducator's personnel file as evidence of training.

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 - Workshops and classes at SELPA
 - Autism Certification from the SELPA
 - Other Offerings _____
-

Ventura County SELPA
Roles of the Deaf/Hard of Hearing Teacher and
Educational Audiologist
in the IEP Process

Deaf/Hard of Hearing (DHH) Teacher

Annual Review

All students with a primary disability of Deaf or Hard of Hearing must have a DHH credentialed teacher consult with the IEP team on at least an annual basis. Their name should be included as a provider in SIRAS. This may include:

- Reviewing the progress on goals for the year
- Interviewing the teacher and/or Case Manager
- Reviewing any other new reports
- Consulting with the Audiologist regarding current audiological information
- Consulting with the Educational Audiologist regarding current functional performance in the educational environment and use of hearing assistive technology

The DHH teacher will provide updated information to the Present Levels of Performance, and participate in development of any Annual Goals related to the hearing loss.

When the DHH teacher is present at the meeting, he or she will share any updated information regarding the student, and participate in the discussion about needed services and supports. If they will not attend, the parents will be asked to agree to the Team Member Excusal, and the DHH teacher will send a written report with updated information and recommendations about services and supports.

Initial and Triennial Assessment

For initial or triennial assessment, all students with deafness or hard of hearing in the record should have a DHH teacher as part of the assessment team. The DHH teacher will either conduct assessment and give input for a combined Multidisciplinary Psychoeducational Report, or will produce a "stand alone" DHH Report (located on the SELPA website under "Assessment Reports").

The DHH teacher will collect or collaborate with other professionals in determining the following information for the assessment if relevant:

- Auditory discrimination skills
- Following verbal directions
- Auditory memory and sequencing
- Listening for details in a message
- Listening vocabulary skills

- Listening grammatical skills
- Listening in background noise
- Overall auditory comprehension skills

For students with a secondary disability of Deaf or Hard of Hearing, the IEP team should consider whether or not it is necessary to have a DHH teacher consult regarding development of the IEP. This may be done by a review of the file and progress reports and phone interview with the Case Manager or teacher. Input would be noted on the Present Levels of Performance.

If it is determined that a student who is Deaf or Hard of Hearing needs regular, direct or consultative services from the DHH teacher, the services will be noted on the Student Information and Services page, and at least one corresponding goal will be written. Consultative services to be provided on an "as needed" basis will be noted on the LRE page under "Additional Supports for Staff."

The Educational Audiologist

Annual Review

Working with the DHH teacher and Special Education Case Manager, the Educational Audiologist will assist classroom staff in monitoring the student's ability to access the educational learning environment. The Educational Audiologist will advise, monitor and consult regarding hearing technology including hearing aids, cochlear implants and hearing assistive technology.

Educational Audiological services will be indicated on the LRE page on an "as needed" basis, unless the severity of need requires frequent ongoing support of the Educational Audiologist. In this case, the service and frequency will be noted on the Student Information and Services page, and a corresponding goal will be developed. Goals related to Educational Audiology may be related to student self-advocacy in use of technology or other areas related to use of listening supports.

Initial and Triennial Assessment

The Educational Audiologist should be considered for participation in every initial or triennial assessment of students with Deafness or Hard of Hearing as an area of suspected disability. The Educational Audiologist will work the DHH Teacher to interpret audiological results from the private audiologist (if there is one) to determine hearing level and functional performance. The Educational Audiologist may conduct audiological and/or assessment of functional performance in the classroom as needed.

The Educational Audiologist will send findings to the Assessment Team Lead in a brief summary for inclusion into the Psychoeducational Report. The findings will be included under "Health and Developmental Information."

Deaf/Hard of Hearing Teacher

- Consult with Educational Audiologist and private audiologist regarding current audiological information
- Collaborate with Educational Audiologist and other school staff regarding correct and consistent use of hearing equipment, including monitoring function and need for repair
- Consult with IEP teams regarding needed specialized services, goals and/or classroom accommodations
- Provide direct or consultative services with other professionals and paraprofessionals to support the student, which may include:
 - Speech, speech reading or auditory training
 - Instruction in oral, sign and/or written language development
 - Adaptation of curriculum, media and/or learning environment
 - Student self-advocacy
- Provide guidance and direction to educational sign language interpreters as needed
- Collaborate with Special Education Case Manager to train, support and monitor paraeducators as needed
- Consult with families regarding child's educational needs, home programs, and other community supports
- Collaborate with Special Education Case manager regarding services and supports for transitioning to adult life

Educational Audiologist

- Assess range, nature and degree of hearing loss or other auditory dysfunction
- Counsel families and educators regarding test results and educational impact
- Monitor hearing levels, auditory behavior and functional performance with and without hearing equipment
- Collaborate with and assist families in accessing community professionals regarding a student's hearing loss or other auditory dysfunction and hearing equipment
- Monitor student's ability to use hearing and hearing equipment in the classroom, including analysis of and recommendations regarding the classroom acoustics and listening environment
- Determine needs, select, implement and monitor group and/or individual hearing assistive technology in the educational setting
- Consult with families, the Deaf/Hard of Hearing teacher, and other school staff regarding strategies and accommodations to address student's educational needs as a result of the hearing loss or other auditory dysfunctions
- Interpret audiological results and provide training to Special Education Case Managers, classroom teachers and other personnel on hearing loss and other auditory dysfunctions, and monitoring of hearing equipment (hearing aids, cochlear implants, hearing assistive technology)
- Consult with IEP teams in the evaluation, educational placement, and accommodations for hearing loss or other auditory dysfunction



Ventura County Special Education Local Plan Area

5100 Adolfo Road, Camarillo, CA 93012

(805) 437-1560 FAX (805) 437-1599

www.venturacountyselpa.com

Mary E. Samples, Assistant Superintendent

Ventura County SELPA Consultation for Students with Orthopedic Impairments

All students with Orthopedic Impairment (OI) as their primary disability must have a credentialed OI teacher as a member of the team. Examples of duties may include any of the following, as appropriate:

- Conduct assessment and submit findings to a combined Psychoeducational Assessment Report for Initial or Triennial reviews - Check "Motor Development-Other" on the Assessment Plan and indicate Teacher of Students with Orthopedic Impairments
- Review records and interview people (either electronically, by phone, or in person):
 - Review the student's file
 - Review progress reports on goals
 - Talk to Special Education Case Manager
 - Talk to classroom teacher(s)
 - Talk to parents
- Provide input in SIRAS on Present Levels of Performance
- Suggest needed Annual Goals
- Recommend needed services and/or accommodations and modifications
- Attend the IEP (or)
- With a Team Member Excusal, send a written report to the IEP meeting

Districts may contact any of the following OI Credentialed Consultants: (Contact SELPA for contact information)

Laura Van Auken - Ojai USD – (K-22) - (SELPA Wide)

Joan Francis - Ventura County Office of Education - (0-5 only)

CJ Foster - Simi Valley USD – (K-22)

Robin Fenstermacher - Ventura County Office of Education - (K-22)

Patty Tolle – Oxnard Elementary SD - (K-22)

Sharon Bass-Sicanoff- Retired - (K-22) - (SELPA Wide)

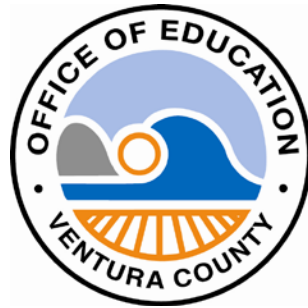
Wayne Saddler- Retired- (0-22) - (SELPA Wide)

Cathi Nye- Ventura County Office of Education- (K-22)

The District Administrator and Consultant would agree upon the maximum number of hours to be performed for each case and maximum number of miles to be reimbursed, based on home school location. At the end of the consultation, the Consultant would complete the attached Invoice, and forward to the District Administrator, who will sign it and forward to SELPA. SELPA will pay the Consultant, and invoice district for cumulative costs in December and June. Cost is \$45 per hour.

VENTURA COUNTY OFFICE of EDUCATION

TRANSPORTATION POLICIES AND PROCEDURES FOR SPECIAL EDUCATION STUDENTS



Special Education Transportation Department
Ventura County Office of Education
5189 Verdugo Way, Camarillo CA 93012
(805)383-1918
Stanley C. Mantooth
Superintendent

"Commitment to Quality Education for All"

VENTURA COUNTY OFFICE OF EDUCATION
 TRANSPORTATION DEPARTMENT
 POLICIES AND PROCEDURES
 Revised: October, 2008

VCOE Transportation Office:

The VCOE Transportation Office coordinates transportation services (as indicated in an I.E.P.) for Special Education students enrolled in the Ventura County Office of Education, Special Education programs and as specified in the "Agreement to Transport Special Education Students". Services are currently being contracted to Durham School Services which operates and maintains the vehicles. The carrier is also responsible for the scheduling of the students on to bus routes. Durham's phone number is: (805) 382-2854.

Transportation Service

Transportation may be provided by one or two ways or combination there of:

1. School Bus Service - All attempts will be made to schedule bus service first.
2. Private Automobile - Partial reimbursement will be made to a parent/guardian for use of a private vehicle to and from selected centers, schools and courses when no school bus service is available or when (at the determination of VCOE Transportation Department) it would be cost effective to offer reimbursement instead of school bus service.
 Reimbursement will not be authorized if school bus service is available but the parent/guardian elects to transport themselves. This reimbursement shall be at the rate but not to exceed that allowable by the Internal Revenue Service.

Implementation or Change of Service:

The "Receiving" District is responsible for completing all forms needed by the VCOE Transportation Office to begin, change or stop transportation services. We encourage both the sending and receiving districts complete the initial request for service during the I.E.P. to expedite the process. Parents are requested to communicate all changes in service through the Receiving School or district office. Service requests will not be taken over the phone.

For Transportation to Non-Public schools or Therapy Centers, it is the responsibility of the "Sending" or Resident District to complete all forms and forward to VCOE Transportation Office. Permission may be given to the Non-Public site to receive information from the parent and forward the data to VCOE Transportation. Requests for transportation to therapy sites must be renewed every year. This must also be done for Extended Year (summer). Therapy sites must coordinate therapy times with the receiving school and with the student's classroom hours and VCOE Transportation. Bus service to/from therapy is difficult from 6 a.m. to 9 a.m. and again in the afternoon from 2 p.m. to 3:30 p.m.

All additions, deletions, and changes must be submitted on VCOE form #SE1197 entitled "Transportation Request Form". Five (5) working days (from when it is received by the Transportation Coordinator) are required for implementation. Durham will notify the parent when the change will take effect.

Instructions are on the back of the form. Please fill out the form in its entirety. Pay close attention

to differentiating between the resident and service addresses. The resident address is the one which determines the district of residence. The service address could be a relative or child care provider. The service address must be within the resident or receiving district. The morning pick-up location must be the same for all five (5) days. The afternoon drop location, though can be different from the morning, must also be the same for all five days. (The only exception would be for approved therapies) Transportation to therapies must be by I.E.P decision. Please put your name and work phone number in the lower right-hand corner in case there are any questions by the scheduler.

Level of Service

Transportation is provided as a related service via the IEP process for school age students who require transportation to access their educational program and for whom the disability makes it impossible to access the regular district system of transportation. If the district has no regular system of busing, transportation is made available to students whose IEP indicates that it is needed due to the nature of the disability. If students can access the regular district transportation, the IEP shall state that students who are able to use the regular bus stop shall do so. Others may require specific transportation to/from home to school.

Transportation services shall be based on the following:

Ventura County SELPA
Special Education Transportation
Service Guidelines

The student's IEP will reflect that the related service of transportation is necessary. The student's individual needs will be addressed in the least restrictive environment based on the following guidelines: (LOS = Level of Service to be circled on request form)

- LOS #1 Students having significant needs such as but not limited to, medical fragility, severe behavioral disorders or severe cognitive deficits will be assigned a bus stop at the closest safe accessible curbside to their home or service address. However, if the IEP team determines that a student's disability warrants a different level of service, it will be provided.
- LOS #2 Preschool children and students requiring the use of a wheelchair will be assigned to bus stops within two tenths (0.2) of a mile of their homes or service addresses. Students residing within two-tenths (0.2) of a mile of their assigned schools will not be eligible for transportation services. However, if the IEP team determines that a student's disability warrants a different level of service, it will be provided.
- LOS #3 Elementary school students not requiring the use of a wheelchair will be assigned to bus stops within four-tenths of a mile of their homes or service address. Students attending the resident school or living within one (1) mile of the assigned school will not be provided transportation services. However transportation will be provided to student's residing within one (1) mile if the student has to cross a multiple lane hazardous road to reach the school. If the IEP team determines that a student's disability warrants a different level of service, it will be provided.
- LOS #4 Middle and high school students not requiring the use of a wheelchair will be assigned to bus stops within one (1) mile of their homes or service address. Middle

and high school students attending the resident school or living within two (2) miles of the assigned school will not be provided transportation services. However, if the IEP team determines that a student's disability warrants a different level of service, it will be provided.

Parents/guardians shall provide the necessary supervision and assistance to ensure their child's safe and timely arrival at the designated stop. The need for this supervision, in and of itself, will not determine the location of the bus stop.

Pick-up or release of a student will not be made on private property without prior authorization or at a location determined by the district to be unsafe.

Compliance with Education Code Sec 41851: Please indicate with the statement either "meets SD/OI definition" or "does not meet SD/OI definition". Please write (Y)-Yes or (N)-No on the VCOE Transportation Request Form #1197

The completed form must be sent to the VCOE Transportation Department. The form(s) can be faxed to (805) 383-1917 or 383-1915. Please send originals through the mail for backup purposes.

Please complete a "Release of Responsibility" Form (VCOE SE-1196) for each student that is capable of being dropped off without being received by a responsible person. This form must be signed by both the parent/guardian and school administrator.

Please notify the VCOE Transportation Office via request form if there is a change in equipment for the student; for example, change in type of wheelchair, necessity for a safety vest, etc.

Changes cannot be of a temporary nature, e.g.; one time only, once a month or every other week. On an emergency basis or for special circumstances, parents can request that their son/daughter be taken to the home of another student that is currently transported by the County. They must have written permission from the parent and the note must be counter-signed by a school official. There must be room on the bus for this to occur.

The Transportation Request Form must have at least one Emergency Contact/Address listed before service can begin. This address would ideally be within 1 mile of service address. This can be a relative, neighbor or apartment manager, etc.

Start-up Procedure for Fall and Extended Year

A roster will be sent to the receiving school or district office by the VCOE Transportation Office for all students currently being transported via the county program. Please send the parent/guardian a memo asking whether or not their child will be attending the next session and indicate any changes in service. Please line through the names of any students that will not attend for the session indicated and make any appropriate information changes i.e.; phone numbers and emergency addresses. All new or previously dropped students will need a "Transportation Request" form. All therapy arrangements must be renewed for both the extended year and new school year.

Deletions

Please notify the VCOE Transportation Office as-soon-as-possible whenever a student no longer requires transportation. Please use the "Request for Transportation" form and check the "drop" box in the upper left hand corner. Indicate the effective date where appropriate.

If a student will not require transportation for an extended amount of time (5 or more days) please notify Durham or VCOE Transportation. Service can resume upon a given date or if notified the day before the students return. If the student does not ride for 5 consecutive days, service will stop. Parents must call the carrier the day before to resume service. Students will be dropped from transportation if they haven't ridden in thirty (30) calendar days.

Deadlines

It is very important that deadlines for submission of forms for Fall and Extended Year are adhered to. The County Office of Education Transportation Office schedules Special Education transportation for more than students into 80 schools within 17 receiving districts. It is possible that a student's transportation could be delayed if the forms are not submitted in a timely manner. When communicating to parents, please stress the need for advance notification of change if service is to be uninterrupted.

Pick-up and Delivery of Students

Students must be picked-up and delivered to the address or bus stop shown on the route. Students must be ready for pick-up ten (10) minutes prior to the scheduled time. Drivers are not required to sound the horn as it often disturbs the neighbors. Drivers will wait two minutes past the scheduled time and proceed on. It is encouraged that students able to wait outside for the bus, do so. This helps to keep the route on time.

Travel Time

Parents should be prepared for changes in buses, routes and times of pick-up throughout the school year that result from adding or dropping of students in the program. Overall route travel time will vary depending on school and home locations. The County attempts to ensure that each student rides the bus no longer than one hour in each direction between home and school. There are some students, however, who are regularly scheduled to ride more than one hour.

Illness

If a child becomes ill at school, it is the parent's responsibility to pick-up the student from school. No additional bus will be sent prior to normal dismissal time.

Undeliverable Students

For all students, unless authorized, their status is considered to be "must be met" and therefore, must be received by an authorized person. If the parent or designated adult is not present to meet the student, the following happens:

1. Driver waits five minutes past the scheduled delivery time.
2. Driver notifies dispatch and asks for an alternate address. Dispatch attempts to call home and work phone numbers for parents.
3. If alternate address is not available, driver will complete remainder of route. Dispatch will notify school of problem and ask for additional information.
4. Driver makes second attempt at home delivery.
5. If second attempt is unsuccessful, a note is left on the door with instructions and the student will be returned to school or if necessary, to the local police agency.
6. Parent will be sent a letter with warning of repeated instances may require reporting to

Child Protective Services.

A completed "Release of Responsibility" Form must be on file with the VCOE Transportation office if a student is capable of being released from the bus without an adult receiving the student. It is important that every student have an emergency address listed with the County Transportation office.

Information for Parents

A pamphlet about school bus transportation provided by the Ventura County Office of Education is available in both English and Spanish. A copy of this pamphlet is mailed to the parents at the beginning of the school year with their son or daughter's route information.

Transportation of Parents

Parents are not permitted to ride the bus unless they have permission from the County Transportation Office. This would only be permitted under unusual circumstances.

Safety Identification Procedure

In order to better meet any potential safety needs of our students while on the school bus, the Transportation Department initiated a safety identification procedure. We are asking that parents of low functioning and non verbal students complete the attached emergency form then place a small picture of the child (face only) over the VCOE logo. Please fold the form into thirds so that only the top portion is shown (see below). Then fold in half and put into the clear vinyl pouch (available from VCOE) and secure to child's backpack or wheelchair that comes to school with them on a daily basis with the plastic tie. This would only be opened by emergency response personnel (police, fire, and paramedics) should there be a medical emergency.

There are two reasons for the procedure:

1. In the event of a medical emergency while enroute to/from home, paramedics and hospital staff have current information as well as a release to begin treatment.
2. So substitute and new drivers have a visual identification of each child.

(Sample of what is visible)

Student: _____ School Year 20____-20____

School: _____

Home Address: _____
Home Address

Home Phone: _____
Home Phone

**VENTURA COUNTY SUPERINTENDENT OF SCHOOLS OFFICE
 MEDICAL AND EMERGENCY INFORMATION
 AND AUTHORIZATION**

CONFIDENTIAL MEDICAL INFORMATION ENCLOSED
 OPEN ONLY IN CASE OF AN EMERGENCY

For further emergency information call
 Transportation Office (805) 383-1938

Minimum Days/Holidays

Please notify the VCOE Transportation Office a minimum of two weeks in advance of any non pupil attendance or "early-out/conference day" schedule. If the dates and times are known for the entire year, please send a copy of the schedule to the County office. Failure to give adequate notice may result in delays for service that day. Please verify the date and time two days in advance.

Student Behavior

The student's behavior must be controlled while on a school bus in such a way to promote safety for both the student and the driver. All disciplinary action will be handled by the school and not the bus driver. Bus Drivers will notify the school of any problem via the "Bus Conduct Report Form". The following procedure will be followed by the bus driver:

1. First Incident - Verbal warning. A form will be completed if problem is serious.
2. Second - Form completed. Driver retains last copy and remainder is given to teacher or school secretary. Teacher and/or administrator investigates incident. Form may be sent home to parent for signature. Appropriate action taken by school staff.
3. Third - same as above
4. Fourth - if problem persists, student may be denied bus service for a temporary or permanent period of time. This decision would be made by the VCOE Transportation Coordinator (in conjunction with the school administrator) and not the carrier.

Please take action with the problem(s) noted on the form immediately. Directions as to procedure are noted on the bottom of the form. If for any reason there is a question as to the validity of the report, please contact the carrier, Durham or the VCOE Transportation Coordinator.

It is the VCOE Transportation Department's policy that the bus ride should be an extension of classroom and any school behavior expectations should be continued through the ride to and from school. Communication between the bus driver and school staff is important. The "Bus Conduct Report" Form is used for information and documentation purposes only.

School Loading Zone

Please have a school staff member in the Bus Loading Zone to meet the buses as they arrive in the morning and afternoon. It may be necessary to have school staff meet the bus early or late to accommodate several schools with similar start and dismiss times.

Notification of Late Routes

A route is considered late if it is running more than 10 minutes late to either school or a stop. If the bus has not arrived by the scheduled school start time in the morning, please call Durham School Services at (805) 382-2854 or County Transportation at (805) 383-1918. Buses are scheduled to arrive 10 minutes prior to the start time and 5 minutes before the p.m. dismissal time. They are considered late if they arrive 5 minutes after the scheduled p.m. dismissal time. Please record any late routes on the "Late Bus Report" and send it in to the VCOE Transportation Office weekly.

Transportation of Medication or Money

Medication is to be sealed in an envelope or other container in addition to the bottle or container holding the substance. The envelope/container is to be labeled with the student's name and school. The envelope is to be given directly to the driver. Under no circumstances are students allowed to keep medications in their possession. The driver is to deliver the package directly to the school staff or parent.

Money should be sealed within an envelope with the students name and school clearly written.

Adaptive Devices

Wheelchairs:

Wheelchairs shall be equipped with brakes and seat belts with metal to metal connectors and push button or lift cover releases. Velcro held restraints may be utilized for additional support, but not in place of restraints described above. **“Strollers” are not acceptable** unless they have been sled tested for use in school buses.

Brakes shall hold firmly, with no wheel movement when placed in an "on" position. Electric wheelchairs shall be capable of being locked in gear when being placed on a school bus or shall have an independent braking system capable of holding the chair in place. If brakes are inoperable or the chair is deemed to be unsafe, the student will be denied bus transportation until the chair is fixed.

Wheelchair Batteries: Batteries used to propel electric wheelchairs transported on a school bus shall be both in a leak and spill resistant container. Batteries shall be secured to the wheelchair in such a manner as to prevent separation in the event of an accident.

Please encourage both parent and teacher to communicate with the driver concerning the individual complexities of a student's wheelchair. It is for the student's safety that a driver knows how to extricate a student should an emergency situation arise.

Walkers, Oxygen, etc:

All walkers, crutches and other devices must be secured while on the bus and away crutches, from any aisles or exits. Advance notice must be given to the bus company before etc: any additional equipment can be transported with a student. There must be adequate room for the item. Oxygen must be secured in the bus seat or wheelchair.

Car seats:

Approved Infant seats (students under 40 lbs) are provided by the bus company for those students requiring them. It is imperative that this information be provided on the "Transportation Request Form" to allow for the proper scheduling of necessary equipment. The six year or sixty pound requirement is for private passenger vehicles only and not for school buses or transit vehicles. Buses currently lack the proper securements for larger booster seats.

Safety Vests:

Student restraints such as a safety vest can be provided to a student where because of safety considerations, is incapable of remaining properly seated in the bus. Use of a safety vest must be approved by both the parent and a school administrator.

Field Trips

Transportation for Field Trips of Special Education Students must be funded separately from normal home to school transportation and is paid for by the individual school or district funds. The procedure for requesting this type of service is as follows:

- a. Call the VCOE Transportation Office at least 2 weeks prior to requested trip date.
- b. Be prepared to provide the following information: 1. purchase order number for billing purposes, 2. Requested trip date(s), 3. Address of Destination(s), 4. Requested arrival time

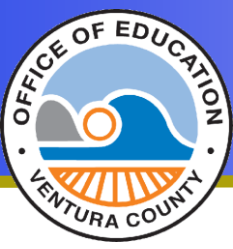
of bus as well as requested Return arrival time, 5. Number of students, adults and wheelchairs.

- c. The Transportation Coordinator will check with the carrier for availability. A trip estimate will be given. He will complete a Trip Request Form and send the requesting party two copies of the form. After the trip has been completed, please have the teacher complete section "C" and return the pink copy to the VCOE Transportation Office.
- d. The Transportation Coordinator will notify the requesting district of the exact amount of trip charges for each field trip that will be transferred based upon the P.O. number. Please send copy of P.O. to VCOE Transportation Office and reference the Trip Order number given and date of trip.

Questions

Any questions, concerns or comments should be directed to the VCOE Transportation Coordinator at (805) 383-1918 or emailed to <transportation@vcoe.org>

	F	G
1	STANDARD	BEHAVIOR_E
2	RL 6.1	circle/highlight textual evidence in support of the statement, when provided a statement of what the text says
3	RL 6.1	list textual evidence in support of the statement, when provided a statement of what the text says
4	RL 6.1	state an inference drawn from the text, when provided a statement of what the text says
5	RL 6.1	sequence sentence strips to summarize what a text explicitly says
6	RL 6.1	orally summarize what a text explicitly says
7	RL 6.1	sketch a summary of what a text explicitly says
8	RL 6.1	write a summary of what a text explicitly says
9	RL 6.1	circle/highlight textual evidence to support analysis of what a text explicitly says
10	RL 6.1	state textual evidence to support analysis of what a text explicitly says
11	RL 6.1	list textual evidence to support analysis of what a text explicitly says
12	RL 6.1	state inferences drawn from the text which support what a text explicitly says
13	RL 6.1	cite textual evidence to support analysis of what the text explicitly says as well as inferences drawn from the text
14	RL 6.2	circle the theme or central idea of a text, when a list of possible choices is provided
15	RL 6.2	state the theme or central idea of a text, when a list of possible choices is provided
16	RL 6.2	circle details that convey the theme, when provided with a theme or central idea of a text and a list of details that match and don't match the theme,
17	RL 6.2	state a theme or central idea of a text
18	RL 6.2	list ____ details that support a theme or central idea of a text
19	RL 6.2	sequence sentence strips to summarize a text without using personal opinions or judgments
20	RL 6.2	orally summarize a text without using personal opinions or judgments
21	RL 6.2	sketch a summary of a text without using personal opinions or judgments
22	RL 6.2	write a summary of a text without using personal opinions or judgments
23	RL 6.2	determine a theme or central idea of a text and how it is conveyed through particular details; provide a summary of the text distinct from personal opinions or judgments
24	RL 6.3	sequence events or episodes in a story's or drama's plot, when provided a list of events not in order
25	RL 6.3	retell ____ events in a story's or drama's plot
26	RL 6.3	list episodes in a story's or drama's plot in the correct sequence
27	RL 6.3	make a chart of character responses or changes in a story or drama
28	RL 6.3	describe how a particular story's or drama's plot unfolds in a series of episodes as well as how the characters respond or change as the plot moves toward a resolution
29	RL 7.1	circle/highlight textual evidence in support of a statement, when provided a statement of what the text says
30	RL 7.1	list textual evidence in support of a statement, when provided a statement of what the text says



Ventura County Office of Education

Stanley C. Mantooth, County Superintendent of School

Triton Academy

700 Temple Avenue, Camarillo, CA 93010

Phone: 805-384-0205 Fax: 805-384-0278

Mission

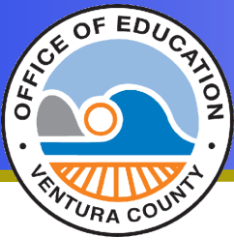
It is the mission of Triton Academy to assist student with Autism Spectrum Disorder to become independent, productive citizens in their communities by providing a nurturing, structured, self-contained, multidisciplinary educational program which teaches pro-social life skills with a functional and standards based curriculum.

Program Overview

Triton Academy, located in Camarillo, California, is a public school operated by the Ventura County Office of Education. The school serves students with Autism Spectrum Disorder and related developmental disabilities. In addition, Triton Academy is a referral school serving the 19 districts located within Ventura County and Las Virgenes School District. Referrals to Triton Academy are made through the Individualized Education Program (IEP) process originating through the student's district of residence. Please contact your school psychologist or special education administrator for more information about making a referral to Triton Academy. The referring school district and Triton staff will work together to consider the appropriateness of a child's potential placement. Triton Academy is guided by the Triton Advisory Council.

Triton Advisory Council

*Steven Graff, Tri-Counties Regional Center
Laurie Jordan, Family Rainbow Connection
Mary Samples, Assistant Superintendent, SELPA
Regina Reed, Director, Personnel Development, SELPA
Emily Mostovoy, Executive Director of Special Education, VCOE
Brett Taylor, Triton Principal, VCOE
Sarah Galloway, Triton Assistant Principal, VCOE
Michele Harding, Program Specialist, VCOE
Laurie Matson, Program Specialist, PVSD
Debbie Erickson, Program Specialist, VUSD*



Ventura County Office of Education

Stanley C. Mantooth, County Superintendent of Schools

Triton Academy is a highly specialized, research-based school environment designed to address the needs of students with Autism Spectrum Disorder and possible related intellectual disabilities. Using a comprehensive trans-disciplinary planning and service delivery approach, the program specifically addresses the language, communication, behavioral, sensory, and social needs that are often associated with Autism Spectrum Disorder.

Our central focus is developing comprehensive educational programs that meet the individual needs of each student. As a learning community, we believe that professional expertise and collaboration between teachers, specialists, paraprofessionals, administration, and parents along with targeted professional development, leads to a safe learning environment and positive student outcomes. Our work with students prioritizes the development of self-regulation and self-management skills in order to advance perspective taking, learning, and relationship skills leading to independence.

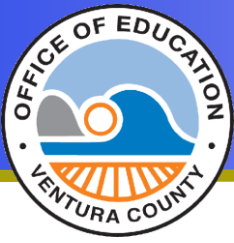
VCOE, in collaboration with the Ventura County SELPA, operates eleven special education classrooms for students with Autism Spectrum Disorder at Triton Academy. Additional facilities for student use include: a motor room, library, cafeteria, life skills room, three low-sensory calming rooms, social skills classrooms, and indoor and outdoor physical education facilities. We share a campus with University Charter Middle School (UCMS). Students are referred to Triton Academy, a public school, by their local school district when the district does not have a sufficiently intensive and restrictive setting to meet the student's needs.

All classrooms are structured to include multiple grade levels including upper elementary, middle school, and high school

levels (3rd through 12th grade) in three strands: functional skills (students with moderate to severe cognitive disabilities) aligned to the California Academic Assessment, modified academic track (students with significant learning disabilities associated with their Autism who are functioning several years below grade level) aligned to the California Assessment of Student Performance and Progress and grade level diploma track (students who are able to access grade level content or above with accommodations to meet their unique learning needs) also aligned to the California Assessment of Student Performance and Progress. Approximately one third of our students have co-existing mental health needs, which are supported through additional resources provided by Ventura County Behavioral Health through Intensive Social Emotional Services (ISES) and Collaborative Educational Services (COEDs) provided through Aspiranet.

Classrooms are designed have a high ratio between students, staff, and specialists. Interactions with typical peers are provided through our Autism Ambassador program with our neighboring school, UCMS, for supervised weekly activities. Classrooms have one certificated teacher and a minimum of two specially trained para-professionals to serve eight students.

All staff receive specialized training and annual refreshers in evidence-based practices used on an on-going basis. In addition, two speech and language pathologists, a school nurse, an occupational therapist, a school psychologist, a social emotional specialist, two behaviorists, a WorkAbility specialist, an office manager, an assistant principal, and a principal support instructional staff in meeting the varied needs of students and their families through direct services, specialized instruction, and regularly scheduled staff collaboration.



Ventura County Office of Education

Stanley C. Mantooth, County Superintendent of Schools

All classrooms at Triton Academy implement evidence-based educational interventions designed to meet the unique learning needs of students with Autism Spectrum Disorder. These include five signature practices: technology, social skills instruction, sensory support (motor room), Applied Behavior Analysis, and visual structure. Additional teaching methodologies employed by Triton Academy include TEACCH and Pivotal Response Treatment. Opportunities to generalize skills taught in the program occur through Autism Ambassadors, weekly community based instruction, and for those high school students who evidence readiness, WorkAbility and/or participation in classes through the Career Education Center operated by VCOE.

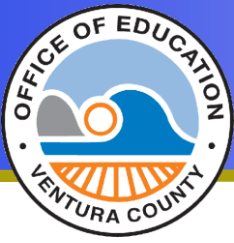
As a National Demonstration Site for Positive Behavior Support and CHAMPS, we commit to engaging with staff and students following these principles. We structure activities on and off campus by providing clear goals regarding "expected behaviors" following the CHAMPS model. Triton Academy endeavors to provide a safe, caring, and educationally challenging environment for all students. Staff implements best educational practices, supported by research data, to address the individual instructional needs of all students assuring that each student learns. We communicate with parents and care providers to enhance the home learning environment and offer leadership in the community to increase our students' life opportunities and to generalize skills learned within the school setting.

Our teaching philosophy is based on a whole student approach, allowing each student to work on his/her specific learning needs by focusing on their individual strengths and interests. Our students experience an age-appropriate standards-based curriculum, aligned to California's Common Core State Standards (CCSS), taught individually and in small groups. By incorporating, social, behavioral, and vocational skills development

into the academic program, Triton Academy prepares students to become competent, confident, productive, and independent citizens of their communities.



The name Triton refers to the mythological Greek god, the messenger of the deep, who used the triton conch shell as a trumpet to calm or raise the waves. Triton was chosen as the symbol for our program because it is our belief that a supportive culture with specially trained and caring staff provides a calm and nurturing environment for students with autism to grow, learn, and reach their full potential.



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High Expectations

Triton Academy has well defined, observable expectations for each student's personal, social, and academic growth and development. We expect that our students will attend school daily, come prepared to learn, and participate in all activities and assignments.

Choice and Commitment

Students, parents, and teachers choose to be at Triton Academy. Everyone must make and uphold a commitment to the school and each other. We agree to dedicate the time and effort necessary to achieve success for all.

Small Group Instruction

Triton students participate in a small group setting with each class no larger than eight students and minimum staffing of one certificated teachers and two paraprofessionals.

Focus on Results

All Triton Academy students are exposed to academic rigor that is suitable to their individual skill and ability level. Parents have various opportunities to offer support while their child is enrolled at Triton Academy. Individual effort, responsible behavior, and persistence are encouraged and taught. Students are assessed on a regular basis to continuously monitor each student's progress and to adjust instruction accordingly. We use Common Core State Standards based curriculum at levels appropriate for the individual

student along with a variety of assessment tools to monitor student growth and development.

Parent Support

Parents are our partners and we encourage attendance at all meetings and events pertaining to their child including IEP meetings, phone and school conferences and home visits. We collaborate as a team to develop effective strategies for home and school.

Student Success and Independence

Student success is consistently encouraged and recognized. Integration back to a comprehensive school setting may be recommended based upon a student's progress at Triton.

For Further Information Contact:

Brett Taylor, Principal
Triton Academy
Ventura County Office of Education
btaylor@vcoe.org
805-384-0205

Triton Academy
Founded June 2007
Operated in collaboration with
Ventura County SELPA

Ventura County SELPA

Autism Certification Program

MANUAL

Professional Level

Revised March 2014

Fran Arner-Costello, Original Author/Editor, Ventura County SELPA (Retired)

For Additional Information about this Program Contact:

Regina Reed, Director, Personnel Development

5100 Adolfo Rd., Camarillo

(805) 437-1560

Reed@vcoe.org

www.venturacountyselpa.com



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Ventura County SELPA Autism Certification Program MANUAL Paraprofessional Level

Revised March 2014

Fran Arner-Costello, Original Author/Editor, Ventura County SELPA (Retired)

**For Additional Information about this Program Contact:
Regina Reed, Director, Personnel Development
5100 Adolfo Rd., Camarillo
(805) 437-1560**

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www.venturacountyselfpa.com

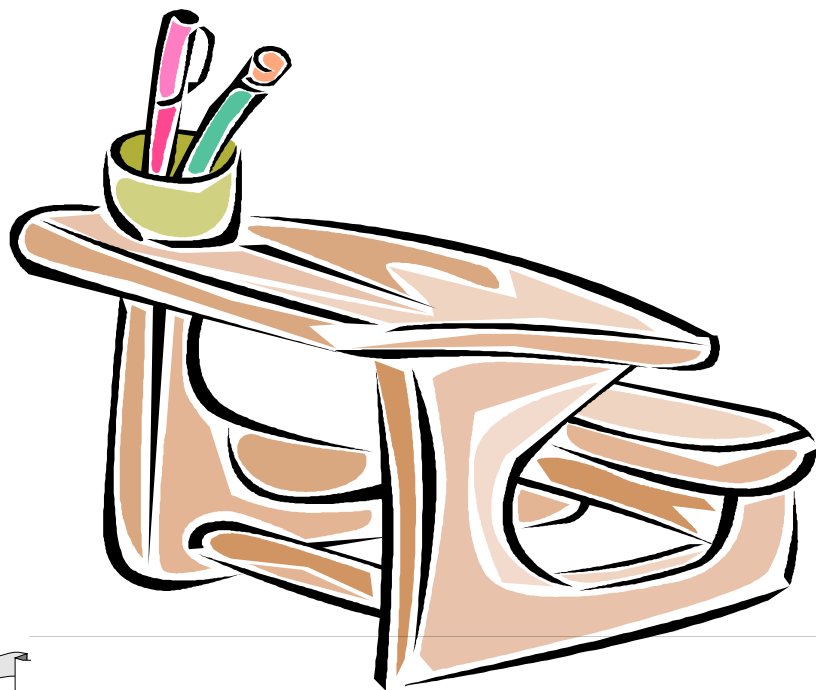


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Ventura County SELPA
Mary E. Samples, Assistant Superintendent
www.venturacountyselpa.com

(C)APD

(Central) Auditory Processing Disorders:

**A Team Approach to
Assessment and Intervention**

Compiled by:

The Task Force on (C)APD

Spring 2000

Revised 2010

For more information contact:
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**Ventura County Office of Education (VCOE)
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Phone: (805) 437-1380 FAX: (805) 389-4297
Sandra Mintz, M.S., CCC-A, Director**

Hearing Assistive Technology (HAT/FM Amplification) Guidelines

The following guidelines are for use when direct teacher to student amplification (HAT/FM system) is considered for a student with hearing loss.

For the purposes of these guidelines:

- HAT refers to Hearing Assistive Technology
- FM refers to Frequency Modulation
- The role of the audiologist in the schools includes “determination of children’s needs for group and individual amplification, selecting and fitting an appropriate aid, and evaluating the effectiveness of those devices.” IDEA, Part B, CFR§300.24(b)(1).
- Educational Team refers to school district personnel and may include, but is not limited to, IEP; SST; 504; or Intervention Progress Teams (IPT).

Referral Process

Member of School District Educational Team contacts VCOE Hearing Conservation Director to determine if a student with documented hearing loss is a potential candidate for hearing assistive technology (HAT/FM amplification). An audiologic assessment from VCOE Audiology may be requested if the assessment is not current or additional tests are necessary. Please note that a recommendation for HAT/FM from a private provider does not supersede this process. In some instances, VCOE Hearing Conservation may contact the School District Educational Team to discuss the need for HAT.



If a student is a potential candidate for HAT/FM amplification, VCOE Hearing Conservation will provide a Permission Form & Authorization for Use/Disclosure of Medical/Educational Information for the parent to complete, and a Request for Consideration of Hearing Assistive Technology for the Educational Team to complete. The completed forms should be returned to VCOE Hearing Conservation and should include a copy of the current audiologic assessment.



Trial Period

VCOE Educational Audiologist gathers the information needed to determine eligibility, implementation considerations, and device selection for HAT/FM trial period to include:

- Completed Request for Consideration of Hearing Assistive Technology from District Educational Team
- Completed Parent Permission and Authorization forms
- Current audiologic assessment (completed within the previous 12 months)
- Medical clearance, as needed
- Hearing Aid or Cochlear Implant information
- Auditory skills performance data
- An evaluation of the listening, communication, and educational demands of the classroom noting any current modifications



- Need for trial use of HAT/FM system established by VCOE Educational Audiologist in consultation with school district Educational Team Representative
- Identification of available, appropriate system, or plan for acquisition of a loaner system by VCOE Educational Audiologist
- Educational Audiologist, in collaboration with the Educational Team, can determine a trial period is unnecessary and can proceed directly to purchase (as needed) and placement of an appropriate HAT system



VCOE Educational Audiologist fits the student with the trial HAT/FM system for a minimum two week period and documents pre and post auditory skills data to determine student benefit. Educational Team members provide input regarding student performance.



If the trial period successfully demonstrates that the student receives benefit from the HAT/FM system, continue usage and convene Educational Team.



Equipment Purchase

Student Qualifies for Special Education

Instructions for Completion of IEP Forms

Student Information and Services page:

One of the following Low Incidence categories must be checked or written in as Secondary Disability in order to generate Low Incidence funds to purchase HAT.

- Deaf/Blindness (LI)
 Deafness (LI)
 Hard of Hearing (LI)

Services:

The Primary Service will most often be SAI or SLP. Either of these may be provided as a “consult”. For preschool students Individual / Small Group services is common. Some students may have DHH as a Related Service. Any services must have a related goal.

Least Restrictive Environment page:

Special Factors Affecting Learning and Placement

Yes No Assistive technology devices and services

Check “yes” and note that Hearing Assistive Technology is used for student to access core curriculum.

Yes No Low Incidence Equipment to be acquired

Check “yes” and note Hearing Assistive Technology, the first year it is to be acquired.

Offer of FAPE

Note the subjects in which HAT will be provided.

Additional Supports for Student:

Provide a statement describing how the student’s hearing aid or HAT amplification will be monitored (how often/by whom). Hearing aid monitoring is required by IDEA (34 CFR§300.303).

Annual Goals page:

Examples of goals for HAT amplification:

- Student will use HAT system during academic classes with ___ prompts; independently, etc.
- Student will be responsible for picking up HAT each morning, delivering microphone to teacher each period, and returning to charger at the end of each school day with ___ prompts; with less than ___ errors, etc.

Accommodations and Modifications Page: Note the use of HAT under “Teacher Directions.”

Student does not Qualify for Special Education

School District general funds are used to purchase and service equipment for students with 504 plans, or in early intervening services with no plan.

In some cases, loaner HAT amplification may be available from VCOE Hearing Conservation and appropriate for longer-term use. If not, a recommendation for purchase can be made by the Educational Audiologist.

There may be situations where older students with an IEP, consistent use of hearing aid or implant, and HAT amplification experience are performing well, no longer qualify for an IEP, and need accommodations only. In these cases, continuation of current HAT equipment and limited audiology services may be appropriate. Consult with VCOE Educational Audiologist before services are committed to a 504 plan.

Please note that VCOE Hearing Conservation needs to be notified regarding the use of any HAT amplification in a school due to the potential for frequency interference. This includes FM sound field speaker systems that are used for general classrooms with students with normal hearing.

VCOE Hearing Conservation will submit Purchase Request with all specifications for HAT system through Low Incidence Funds to the SELPA Assistant Superintendent, with copy of relevant sections of the IEP attached. District Special Education Director will be notified of purchase and cost.



Ventura County SELPA Assistant Superintendent will arrange for purchase of specified HAT from manufacturer. The new HAT system will be shipped to the VCOE Educational Audiologist at Hearing Conservation for inspection and setting prior to fitting and school staff/student training.

VCOE Educational Audiologist provides recommendations and specifications for HAT system purchased with School District general funds.



School District arranges for HAT system purchase and contacts VCOE Educational Audiologist regarding scheduling set-up and training.



HAT Fitting, Training, Monitoring, Service

VCOE Educational Audiologist fits student with HAT and provides in-service training for designated school personnel and student.



- Designated school personnel and students need to perform daily equipment charging and listening checks
- For equipment purchased with Low Incidence Funds or loaner equipment, report HAT problems to the designated VCOE Educational Audiologist or Hearing Conservation at 805-437-1380, as soon as possible, so that arrangements can be made for repair or replacement.
- Repairs for equipment purchased with school district general funds should be arranged by the district, with assistance from VCOE Hearing Conservation as needed.
- Hearing aid problems should be reported to parents who will need to consult with their private audiologist for repairs. The private audiologist should also be seen for regular hearing tests and device checks (hearing aids /cochlear implants).
- Any changes in the hearing aid or cochlear implant need to be reported to the VCOE Educational Audiologist so that appropriate adjustments to the HAT system can be made.



HAT system use should be discussed as part of the IEP or annual 504 plan review process. The DHH Teacher should consult with the VCOE Educational Audiologist well in advance of the meeting date.



If the Educational Team has concerns about student benefit or compliance with use of the HAT system, the VCOE Educational Audiologist should be consulted. If benefit or compliance issues cannot be resolved, the IEP or 504 plan should be reviewed (within 30 days of request).



The VCOE Educational Audiologist picks up low incidence or loaner HAT systems at the end each student's school year and prepares the equipment for service. Annual summer service is provided on low incidence and loaner equipment as part of the warranty period or an annual maintenance agreement with vendors. These agreements, for specified equipment purchased with low incidence funding and approved by the SLEPA Assistant Superintendent, are maintained by the Hearing Conservation Director.

HAT systems purchased with district general funds are serviced by the vendor through the warranty period or with a district purchased service agreement after the warranty period ends. The district will need to be responsible for storage during school breaks and delivery to the appropriate classroom for the new school year. The VCOE Educational Audiologist can be contacted at 805-437-1380 with a request to provide in-service training for the new Educational Team.



The VCOE Educational Audiologist delivers the low incidence or loaner HAT at the beginning of the new school year and provides in-service training for the new Educational Team. Communication is maintained throughout the school year to ensure the proper function of equipment and to assess student benefit and any need changes.



Equipment purchased with Low Incidence Funds remains the property of the SELPA. Report unused equipment to the VCOE Educational Audiologist, so that it can be used for other eligible students within the Ventura County SELPA.

Ventura County SELPA
Mary E. Samples, Assistant Superintendent
www.venturacountyselpa.com

HANDBOOK FOR SOCIAL/EMOTIONAL SERVICES SPECIALISTS

~ 2014 ~



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 - BIP Flowchart
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 - Implementation Fidelity Assessment for Behavior Support Plan
 - Behavior Observation Sheet
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- General Behavior Observation Pages 125-131
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 - Report of Suspected Dependent Adult/Elder Abuse
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Guidelines for Implementation of Intensive Social Emotional Services (ISES) in the Schools, Provided by Ventura County SELPA (SELPA) with Ventura County Behavioral Health (VCBH) and other Contractors

The Ventura County SELPA and Ventura County Behavioral Health (VCBH) have a long history of collaboration on behalf of students with emotional disabilities in Ventura County. We have successfully worked together to address student needs resulting in better outcomes in emotional stability and reduction of incidence of out of home placement. This document addresses responsibilities of VCBH, however, Intensive School-Based Therapist (ISBTs) from other agencies are responsible for the same activities specified herein.

Organizational Structure:

- SELPA will work with the five ISES Regional Councils (comprised of school districts within the Region) to identify student needs for ISES services in their region. VCBH to participate on the appropriate regional councils, with contractors as well.
- Representatives of Ventura County NPSs, and VCBH Clinic Administrators (CAs) and managers supervising ISBTs serving the NPSs will meet with SELPA twice a year to discuss the ISES program.
- The SELPA will contract with VCBH and other contractors to provide clinical professionals to provide Special Education Related Services (known as “Intensive School-Based Therapists” (ISBT)).
- VCBH CAs will supervise all VCBH employees. Other ISBTs will be supervised by the contracting agency.
- CAs will work with the Regional Councils to discuss needs and concerns, as well as allocation of staff, and provide ongoing consultation regarding status of services.
- Each Regional Council will establish procedures for communication regarding ISES services, including referrals to other community based services
- VCBH, SELPA and other Contractor’s administration will meet regularly to discuss the program, services and needs in the ISES Oversight Committee. Contractors to participate also.

Student Assessment/Determination of Need for Services:

- Student must already be Special Education eligible.
- In the case of a student who displays severe emotional or behavioral needs or is at risk for residential placement, concurrent referral to ISES along with Special Education eligibility assessment can be made. The District Director of Special Education or designee will collaborate with the CA or Contractor about the appropriateness of the concurrent assessment.

- School team requests ISES assessment.
- School team generates Assessment Plan with “Social/Emotional” indicated, with “Intensive School-Based Therapist” and “School Psychologist” noted. This may or may not happen within the context of the IEP meeting.
- School Assessment Team Lead (ATL) calls the CA or contractor and informs them that the Assessment Plan has been generated.
- CA and ATL collaborate together regarding obtaining parent consent on Assessment Plan, Consent for Mental Health Services (VCBH only), and Consent for Exchange of Information for Intensive Social/Emotional Assessment and Services. A representative of VCBH or contractor must be present to witness parent consent to the Consent for Mental Health Services.
- If VCBH/Contractor is requested to attend an IEP meeting at which ISES will be discussed, the CA or designee may attend for the portion of the IEP in which the services are being discussed. If ISES services are being considered, the school team will initiate the ISES assessment packet and have it available at the meeting. Whenever possible, specific days and times will be set aside for ISES IEP meetings, to assist VCBH/Contractor in scheduling.
- Once Assessment Plan is signed, the 60 calendar day timeline for assessment starts.
- If there is any difficulty obtaining Consent for Mental Health Services, CA or contractor will communicate with the ATL within one week.
- Once Assessment Plan is signed, a copy will be forwarded to the CA by the ATL, along with the completed “Background Information for Social/Emotional Assessment by Intensive School-Based Therapist” and the “Record of Social/Emotional and Behavioral Interventions” form. The Background Information form will indicate the date the assessments results are needed for development of the assessment report. If there are concerns about the requested date, the ISBT and ATL will communicate to resolve the concern.
- CA/Contractor assigns assessment to an ISBT. CA/contractor will contact the ATL to inform them of the name of the clinician who has been assigned.
- ATL facilitates entering of ISBT’s name into IEP software (except VCBH) as a Provider, to facilitate meeting notices.
- ISBT contacts the ATL to discuss the student needs and make arrangements for file review and school visit. Will discuss IEP date as well as timeline for completion of assessment report.
- ISBT contacts family to begin the assessment.
- ISBT conducts assessment in the school, clinic, and/or other community setting, which should include teacher interview and may also include student observation.
- ISBT participates in review of the student’s school file. ATL is responsible to make sure the ISBT has access to the files.
- ISBT summarizes recommendations for inclusion in the Assessment Report for Intensive Social/Emotional Services, using the Input to Intensive Social/Emotional Services (ISES) Assessment Report. The DSM diagnosis will be indicated under “Results of Assessment.”
- VCBH ISBTs will utilize the VCBH protocol for secure electronic transmission of confidential information, which requires the recipient to establish a user name and password.
- School Psychologist conducts new assessment or review of records, and summarizes findings for the report, either the “Consideration of Need for ISES Services” or a “Multi-disciplinary Psychoeducational Report.”

- The report will be available at the IEP meeting, which will be held within 60 calendar days of receipt of a signed Assessment Plan. The ISBT is given a copy of the final report.
- If the district convenes a planning meeting prior to the IEP to discuss findings and preparation for the IEP meeting, the ISBT will be in attendance.

IEP Meeting:

- District will assure that ISBT receives written notice of the IEP meeting at the same time as all other IEP team members.
- ISBT attends IEP meeting to discuss assessment findings. If not able to attend, their CA or supervisor will be in attendance to discuss findings. If no ISBT is able to be in attendance, the parent will be requested to sign a "Team Member Excusal" form. If the parent agrees to the Team Member Excusal, the ISBT will meet with the parent before the meeting to discuss his or her recommendations. If the parent does not agree to the Excusal, the IEP team meeting will be rescheduled.
- The ISBT will participate as a member of the IEP team, sharing assessment findings and discussing options. Final decision about the offer of FAPE will be made by the parent and school district representative.
- If it is agreed that the student will receive ISES services provided by an ISBT, the following are options for the IEP team:
 - "Individual Counseling" - One-to-one counseling, provided by a qualified individual pursuant to an IEP. Individual counseling is expected to supplement the regular guidance and counseling program.
 - "Counseling and Guidance Services" - Counseling in a group setting, provided by a qualified individual pursuant to an IEP, typically in social skills development. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. (Known as "Group Therapy" in VCBH terms)
 - "Social Work Services" Includes, but is not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. (Known as "Case Management" in VCBH terms).
 - "Parent Counseling - Individual or group counseling provided by a qualified individual to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills. Does not include Family Therapy. (Known as "Collateral" in VCBH terms).
 - "Behavior Intervention Services" – A Systemic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social context, public events, and placement in least restrictive environments.

- The IEP will note the minimum number of minutes/hours per week, month or year, for each service specified, using input from the ISBT.
- Location may be “gen education class”, “sped class” or “service provider location.” Service provider location would only be used if the student is seen by the ISBT in the clinic.
- If there is any planned delay in the start date for any specific service, it will be noted under “start date” and if services are expected to end prior to the next review (i.e. group counseling), the “end date” will be noted.
- The offer of FAPE will indicate that the student is receiving Intensive Social/Emotional Services in order to address his or her goals.
- If the IEP team agrees to offer any services during the summer months, it should be noted in the “offer of FAPE” as minimum number of sessions of each service between regular school sessions.
- Provider of ISES will be “District of Service (DOS),” Non Public Schools (NPS) or “County Office of Education (COE).” All students enrolled in Phoenix or Triton Academy programs will have “COE” noted.
- ISBT and Special Education Case Manager (CM) will collaborate together to develop social/emotional goals which are measurable in the educational environment. ISBT will be noted as one of the “Responsible Disciplines” for the goal, but the CM will most often be the first discipline noted.
- The ISBT will receive a copy of the complete IEP.

Accountability for Services and Goals:

- The ISBT will provide the district with a list of each type of service provided and number of minutes per service on a monthly basis, to be placed in the student’s Special Education file. Case notes will be kept in the VCBH/Contractor chart.
- The CM is responsible for assuring that all Related Services are provided as per the IEP.
- If there is a concern about provision of services, (for example, if the student or family are not participating) the ISBT and/or CM will confer. The CM will communicate with the Special Education Administrator, who will work with the CA/Contractor to resolve the issue. If unable to be resolved, the IEP team may need to be reconvened to address the issue.
- The CM is responsible to collect data about outcomes toward goals, as measured in the educational environment.
- The CM is responsible for reporting progress toward goals at the time of Report Cards. The CM will communicate with the ISBT in development of the progress report if necessary.

Crisis Intervention

- Crisis intervention is not provided through ISES services.
- If an ISES student is experiencing a mental health crisis while receiving individual/group counseling services, ISBT will follow their protocol in providing counseling and/or social work services and inform school personnel.
- If an ISES student is experiencing a *serious* mental health crisis at school that requires an evaluation for safety, harm to self or others, ISBT will collaborate with school personnel to ensure the student’s safety.

- If ISBT is **not** present during a **serious** mental health crisis, school personnel will follow their district protocol for addressing the crisis.
- In cases of imminent risk of danger, the Children's Intensive Response Team (CIRT) (Ventura County), or Psychiatric Mobile Response Team (LA County) will immediately be called. School staff will remain with the student until released to family or transported to a facility.

Changes to ISES Services:

Addition or Reduction of Service -

- If the ISBT feels that the services are not appropriate for the student, for example intensity or a different service is needed; he or she will communicate with the CM.
- The CM will communicate with his or her administrator, and if it is decided to consider changing a service an IEP meeting will be held. If the student is attending an NPS, the NPS administrator will communicate with placing district administrator regarding scheduling an IEP meeting to discuss services. If agreed, the IEP will note the changes.
- Minor changes to services can be made through an IEP Addendum.

Dismissal from Service -

- If any member of the IEP team feels that the student no longer needs ISES services, they will communicate with the Special Education administrator.
- If agreed, an IEP team meeting will be convened to discuss dismissal.
- At the meeting, progress reports toward goals will be reviewed.
- If the team agrees that ISES services are no longer required to assist a student in accessing his or her Special Education program, then the IEP will indicate the dismissal, and the service(s) will be removed from the IEP.
- If student is attending a school in which ISES services are an integral part of the program, a plan will be made to return to a lesser restrictive school option. ISBT will assist with the transition and fading of services.

Medication Management:

If the ISBT feels that a student may benefit from psychiatric oversight for medication purposes, the ISBT will work with the family in identifying possible resources for psychiatric services, which may include public or private providers. Medication management is not a Special Education or related service that would be provided by the IEP team.

Referral to COEDS - Student must already be receiving ISES services for at least three months before the referral is made. (In rare circumstances, the IEP team may determine that a referral to COEDS is necessary and urgent and a simultaneous referral to ISES may occur. The SELPA Administrator must be informed if this occurs). Student must have an ISES ISBT in order to participate in COEDS.

- District team, including ISBT, considers that the student may benefit from COEDS.

- District representative and ISBT work together to complete the packet and forward to *AspiraNet*. Packet includes parent consent for release of information to and from district and *AspiraNet*.
- Once the referral packet is complete, the *AspiraNet* manager will communicate with the District representative to discuss the referral and set the IEP date.
- IEP team meeting is convened, which includes a representative of the COEDS program, and if appropriate, the COEDS offer is made, with an appropriate Option selected. A description of the COEDS program and option will be indicated in the Offer of FAPE.
- Additional services such as 24/7 Support to be provided will be noted in the offer of FAPE.
- The COEDS team will make arrangements to begin to work with the family as soon as the IEP is completed.
- The ISBT that serves the student in school and CM will become members of the Family Support Team, and will attend meetings at least once a month.
- At least once a month the Family Support Team meeting will be held at the school, to allow for participation by teachers and other school staff as appropriate.
- If the family and/or student is not participating in good faith with COEDS, COEDS staff and ISBT will work with family and school district to identify barriers, or consider scheduling an IEP to discuss or change services.
- Services provided by the COEDS program will be reviewed by the IEP process at least every six months. The IEP meeting will include COEDS staff.

If a member of the IEP team feels that COEDS is no longer appropriate or needed, an IEP team meeting will be held to discuss the appropriateness of the service. If the IEP team agrees that COEDS is no longer needed, the IEP will be changed to indicate dismissal from COEDS.

Residential Placement:

- If any member of the IEP team is considering Residential Placement to address educational needs, the district administrator will be notified.
- If it is agreed to proceed with assessment, an Assessment Plan for evaluation for Residential Treatment will be generated. "Other" will be checked and Consideration of Residential Treatment specified. The district School Psychologist and ISBT (if applicable) will be noted as assessors.
- Once the signed Assessment Plan is received, the Consideration of Need for Residential Treatment assessment will be conducted within 60 days of signed Assessment Plan. The district School Psychologist and ISBT will conduct the assessment, including input from student, family, teacher(s), and COEDS staff if appropriate.
- An IEP meeting will be held, with the ISBT in attendance.
- Assessment results will be shared and discussed.
- The "Consideration for Residential Treatment Services" IEP form will be completed.
- If it is determined that Residential Treatment Services are recommended, the School District administrator will work with the Residential Placement Consultant to locate an appropriate placement. There are two SELPA Residential Placement Consultants who may work with districts and families.
- The Residential Placement Consultant will complete the placement packet in collaboration with the school district.

- The “Parent/School District Agreement for Residential Placement” form will be completed and signed by parent, district administrator, and Residential Placement Coordinator.
- “Residential Treatment Services” will be noted on the Student Information and Services page of the IEP, 10,080 minutes a week, service provider location.
- The Individual Counseling, Counseling and Guidance, Social Work Services, Parent Counseling and Training and/or Behavior Intervention Services the student will receive will be noted on the Student Information and Services page of the IEP with frequency and duration noted. Location will be “service provider location” and provider will be “DOS.”
- Once placement is determined, an IEP Addendum meeting may be held to provide a full description of the program in the offer of FAPE, number of school days, and whether or not ESY is necessary to avoid regression of academic gains.
- The form “Worksheet for Specialized Out of District Placement” will be completed, specifying the skills and abilities the student must demonstrate to be ready to return home.
- It is recommended that an IEP review be held within 30 days of placement, to clarify program and services and review student’s progress and appropriateness of the placement.
- The Residential Placement Consultant will visit the student in placement at least 3 times per year and participate in IEP review at least every six months.
- Based on student progress on IEP goals the IEP team will determine when student, may be brought back from the Residential Placement to access lesser restrictive school options.
- The IEP team will consider COEDS and other lesser restrictive options when bringing a student home from Residential placement.



Mary E. Samples, Assistant Superintendent

**CONSENT FOR EXCHANGE OF INFORMATION
FOR INTENSIVE SOCIAL/EMOTIONAL
ASSESSMENT AND SERVICES**

Student: _____
Name Birthdate

I, the undersigned, hereby give consent to _____ (Agency) to release all social/emotional assessment results regarding the above named student to the _____ (School District) for inclusion in the educational records to be used for planning an effective school program.

I also give consent to _____ (School District) to give access to the student's confidential education file to _____ (Agency) to assist in gathering information for assessment purposes.

A photocopy of this is as valid as the original.

This consent remains in effect for one year from date of signature or until revoked in writing.

Signature of Parent or Guardian: _____

Relationship to student: _____
Parent/Guardian

Date: _____

WITNESS: _____ (Signature)

_____ (Address)



Mary E. Samples, Superintendente Auxiliar

**CONSENTIMIENTO PARA EL INTERCAMBIO DE
INFORMACIÓN PARA LA EVALUACIÓN Y SERVICIOS
SOCIALES/EMOCIONALES INTENSIVOS**

Estudiante: _____
Nombre F.d.N

Yo, el abajo firmante, por este medio doy consentimiento a _____
(*Agencia*) a entregar todos los resultados de la evaluación social/emocional con respecto a el
estudiante antes mencionado al _____ (*Distrito Escolar*) f para
su inclusión en los registros educativos que se utilizarán para la planificación de un programa
escolar efectivo.

También doy consentimiento a _____
(*Distrito Escolar*) para dar acceso al expediente de educación confidencial del estudiante a
_____ (*Agencia*) para asistir en la recopilación de
información para la evaluación.

Una fotocopia de esta es tan válida como la original.

Este consentimiento permanecerá en efecto por un año desde la fecha de la firma o hasta
que sea revocado por escrito.

Firma del Padre o Tutor: _____

Relación al estudiante: _____
Padre/Tutor

Fecha: _____

TESTIGO: _____ (*Firma*)

_____ (*Domicilio*)

Ventura County SELPA

**Background Information for
Social/Emotional Assessment by Intensive School-Based Therapist**

This form located at www.venturacountyselpa.com

Student Name: Click here to enter text.

Age: Click here to enter text.

District: Click here to enter text. **School:** Click here to enter text. **Grade:** Click here to enter text.

Current Placement: Click here to enter text.

Parent Name: Click here to enter text.

Address: Click here to enter text.

Email: Click here to enter text. **Home phone:** Click here to enter text.

Cell phone: Click here to enter text. **Work phone:** Click here to enter text.
(indicate best way to reach parent and whether it is okay to leave voice messages.)
Click here to enter text.

Assessment Team Lead Name and Title: Click here to enter text.

Email: Click here to enter text. **Phone:** Click here to enter text.

Special Education Case Manager: Click here to enter text. (If not Team Lead)

Email: Click here to enter text. **Phone:** Click here to enter text.

School Psychologist: Click here to enter text. (If not Team Lead)

Email: Click here to enter text. **Phone:** Click here to enter text.

1. (Outside of School) Mental health services the student has received in the past (include names of therapists, if known) – Click here to enter text.
2. Current relevant sources of data in the child's file to be reviewed – Click here to enter text.
3. Types of social/emotional assessments school psychologist plans to conduct – Click here to enter text.
4. Please send results to me no later than: Click here to enter text.

Attachments:

Consent for Exchange of Information Attached To follow in hard copy

Assessment Plan Attached To follow in hard copy

"Record of Social/Emotional and Behavioral Interventions" form.

Ventura County SELPA

RECORD OF SOCIAL/EMOTIONAL AND BEHAVIORAL INTERVENTIONS
--

This form located at www.venturacountyselpa.com

This form to be completed before referral to an Intensive School-Based Therapist for assessment for Intensive Social/Emotional Services

Student Name [Click here to enter text.](#) D.O.B. [Click here to enter text.](#) District [Click here to enter text.](#)

- I. Describe how social/emotional or behavioral characteristics impede the student from benefiting from his/her special/education program. Include rate of occurrence and intensity of emotional/behavioral incidences:

[Click here to enter text.](#)

- II. Were these issues addressed as IEP Goals/Objectives in past IEP(s)? If “yes,” attach progress reports for relevant goals. If “no”, give a brief explanation as to why they were not:

[Click here to enter text.](#)

- III. Use the table below to note school counseling and guidance, psychological services, parent counseling and training, social work services, behavior interventions or other school-based interventions that have been implemented to address the goals listed above.

Service Type	Provider	Frequency	Duration	Start Date	End Date
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

- IV. Rationale for district’s decision to request assessment for Intensive Social/Emotional Services by an Intensive School-Based Therapist:

[Click here to enter text.](#)

Ventura County SELPA
Specialist Input to Multidisciplinary Psychoeducational Report

Student Name: [Click here to enter text.](#)

DOB: [Click here to enter text.](#)

Specialist Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Date(s) of assessment: [Click here to enter text.](#)

Assessment administered in (language): [Click here to enter text.](#)

Any relevant background information obtained by this specialist (e.g., medical by PT, linguistic by SLP):
[Click here to enter text.](#)

Any unique behaviors observed in the classroom by this specialist: [Click here to enter text.](#)

Behavior during testing by this specialist: [Click here to enter text.](#)

Any existing assessments reviewed by this specialist (e.g. doctor reports) not also reviewed by
 psychologist:

Date	Type	Assessor
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.

New assessments administered (name and brief description) by this specialist: [Click here to enter text.](#)

Any information about non standard administration of assessment (e.g. subtests only, non-standard
 scoring, translation): [Click here to enter text.](#)

NEW ASSESSMENT RESULTS

Findings: [Click here to enter text.](#)

Brief comments on how abilities may impact educational performance: [Click here to enter text.](#)

(For initials & triennials only) Any indicators of disability observed (use sample report language for list of
 characteristics): [Click here to enter text.](#)

Brief recommendations to enable student to be involved in general education curriculum (or for
 preschoolers, appropriate activities): [Click here to enter text.](#)

Brief recommendations about special education and related services: [Click here to enter text.](#)

(For SLI only) Recommendations about adapted equipment: [Click here to enter text.](#)

End recipient: Please destroy this e-mail once information is compiled into your report.



Ventura County SELPA in collaboration with



COLLABORATIVE EDUCATIONAL SERVICES (COEDS)

In-Home Intensive Social/Emotional Services Program

COEDS Overview:

COEDS is a program that provides Intensive Social/Emotional Services (ISES) to Special Education students as determined by their IEP team and who have needs that interfere with their ability to access their Special Education program. These behaviors require one-to-one assistance and may put the student at risk of requiring of Residential Treatment Services. COEDS is provided by the Ventura County SELPA, at no cost to families, under contract with a community agency, AspiraNet. COEDS is intended to supplement ISES provided at school by addressing home behavior(s), symptoms and/or family challenges that are jeopardizing the student's access to his or her Special Education program.

COEDS Option 1 is an intensive, one-to-one short term intervention for **students** who require additional supports in the home and/or community in order to meet the behavioral goals specified in their IEP and Behavior Intervention Plan (BIP). COEDS Option 1 is staffed by a Clinician who is either licensed or an intern registered with the Board of Behavioral Science (BBS) and one or more Behavioral Specialists with a bachelor's degree in a related field. **Recommended length: 120 days**

COEDS Option 2 provides intensive community-based services to ameliorate the challenges faced by the **family** which result in barriers to the student's ability to access his or her Special Education program. COEDS 2 provides Social Work services and Parent-to-Parent Support. Social Work services are provided by a licensed LCSW or Associate or licensed MFT or registered intern, in the role of Family Case Manager. Parent-to-Parent supports are provided by a trained Parent Partner. **Recommended length: 6-8 months**

COEDS Option 3 services are more intensive and may be longer term than option 2 but provide similar Community Based services to **students and families**, with the addition of behavior interventions and supports to the student. Services include Social Work services (Family Case Manager), Behavior Intervention services (Youth Partner), and Parent-to-Parent Supports (Parent Partner). **Recommended length: 8-12 months**

24/7 On-Call Support Services can be offered to the family by the IEP team, to access COEDS staff support outside regularly scheduled appointment times.

COEDS Student Characteristics:

- Student meets eligibility criteria as a special education student.
- Student is already receiving Intensive Social/Emotional Services (ISES), (at least three months) with an Intensive School-Based Therapist (ISBT).*

*In rare circumstances, the IEP team may determine that it is urgent to make the COEDS referral, and ISES services will have been provided for less than three months – *requires approval of SELPA Assistant Superintendent.*

- For COEDS Options 1 or 3, a Functional Behavioral Assessment (FBA) must have been completed, with a resulting Behavior Plan. (PBIP or CBIP).

To make a referral:

The standard way to make a referral is at an IEP or other informal meeting at which it is decided to make a referral to COEDS. After the meeting, send the following forms to COEDS. *Indicate the date of the upcoming IEP meeting at which COEDS staff are expected to be in attendance, on the Profile Form.*

Required forms -

- COEDS Student Profile Form - *Your ISES ISBT will assist with completing the form*
- COEDS Referral Consent Form - *Must be signed by parent and Director/Coordinator of Special Education or designee*
- Most recent IEP
- Most recent Psychoeducational Report with ISBT findings, including DSM diagnosis and functional implications of emotional issues
- Most recent IEP progress report noting progress on social/emotional and/or behavioral goals

Forward information packet to:

COEDS Program
AspiraNet Manager
Detra Young
1838 Eastman Ave., Ste 100
Ventura, CA 93003

Send e-mail to dyoung@aspiranet.org or Fax to: (805) 289-0130
Phone: (805) 289-0120

Once a referral packet is received, COEDS Program Manager will contact District Contact person to discuss student (if necessary) and confirm/establish IEP date.

During the IEP meeting:

Option 1	Options 2 and 3
1) Indicate total number of Behavior Intervention Services on Student Information and Services (SIS) page, location “home” or “any other location.” It is recommended to start with about 4 months of service (average 480- 1208 minutes/month). 2) There must be at least one goal for every service on the SIS page. There must be a BIP with at least one goal for Positive Replacement Behavior. 3) Description of COEDS options selected will be attached to IEP as part of the offer of FAPE. 4) Review date can be 6 months or later.	1) Indicate number of minutes (per week/month) of Social Work services and Behavior Intervention on SIS page- location is “any other location.” 2) Indicate “Parent-to Parent supports as requested by parent” on LRE page under “Additional Supports for Student.” 3) There must be at least one goal for every service on the SIS page. If Behavior Intervention Services, there must be a BIP with at least one goal for Positive Replacement Behavior. (Option 3 only) 4) Description of COEDS options selected will be attached to IEP as part of the offer of FAPE. 5) Schedule 6 month review date.

Once IEP Team Agrees to Services, district staff forward to COEDS:

- COEDS Authorization Form (copy to SELPA)
- IEP noting COEDS
- MTP (forwarded by ISBT - if applicable)
- FBA – For Option 1 and 3 (if externalizing behaviors)

After the meeting:

Option 1	Options 2 and 3
<ol style="list-style-type: none"> 1) COEDS staff will assist family in completing necessary paperwork for COEDS participation. 2) Behavior Clinician will schedule an initial meeting with family, Special Education Case Manager, (SECM), and ISBT. 3) COEDS Clinician will develop an Implementation Plan for the home, in collaboration with the SECM and Intensive School-Based Therapist (ISBT) and student’s family. 4) Monthly progress review meetings will be conducted in collaboration with SECM, ISBT, COEDS staff and family. Located at the school. 5) COEDS staff will communicate on a regular basis with SECM and ISBT. BIP or IEP goals need to be modified, COEDS and school staff will work together. Any changes to the IEP will be reflected in a revised IEP (review or addendum). 6) COEDS staff to forward to SECM monthly Service Logs noting actual hours of services, monthly Review Form and biweekly notes. 7) Once the specified number of hours of Behavior Intervention Services are completed, an IEP team meeting does not have to be held if staff agree that the goals have been met. If the number of hours have been completed, and any member of the team feels that more hours are needed, the district administrator for Special Education will be consulted about convening an IEP meeting to consider adding more services. 	<ol style="list-style-type: none"> 1) COEDS staff will assist family in completing necessary paperwork for COEDS participation. 2) COEDS Family Case Manger will develop with family a Crisis and Safety Plan within 30 days and a Family Support Plan within 60 days, with input from the SECM and ISBT. Copies of both plans and any revisions to be forwarded to SECM and ISBT. 3) Weekly Family Support Team (FST) Meetings will be held. School staff are invited to attend. Meetings will be held at school once per month, which SECM and ISBT will attend with other school staff as appropriate. 4) COEDS staff will communicate on a regular basis with SECM and ISBT. Copies of weekly FST minutes will be forwarded to SECM and ISBT. BIP or IEP goals need to be modified, COEDS and school staff will work together. Any changes to the IEP will be reflected in a revised IEP (review or addendum). 5) COEDS Program Manager to forward to SECM monthly Service Logs noting actual hours of services. 6) If the specified number of hours of service are met before the 6 month review date, the Special Education Administrator will be consulted to consider convening an IEP review to discuss services. 7) An IEP meeting would always be held before dismissing services. 8) COEDS will forward a Discharge Summary to SECM once services have been discontinued.

In rare circumstances, such as a parent insisting upon immediate residential placement, student unexpectedly returning from residential placement, or other urgent situation, COEDS services may be

indicated on an IEP *prior to* making the referral to COEDS, and without COEDS being in attendance at the IEP meeting. In this circumstance, all of the required referral paperwork will be forwarded to Aspiranet (Consent, Profile, IEP, Psychoeducational Report, Progress Report, MTP, and FBA/PBSP (if Options 1 or 3)) as well as the signed COEDS Authorization form. COEDS will not initiate contact with the family until all six- seven pieces of information are received.




AN IEP MEETING MUST BE HELD WITHIN 30 DAYS OF THE IEP INDICATING COEDS, TO CONFIRM THE LEVEL OF SERVICES, AND CLARIFY THE GOALS THAT COEDS WILL BE SUPPORTING.


Acronym Legend:

BBS - Board of Behavioral Sciences
BIP - Behavior Intervention Plan
COEDS - Collaborative Educational Services
FAPE - Free, Appropriate Public Education
FBA - Functional Behavioral Assessment
FST - Family Support Team
IEP - Individualized Education Program
ISBT - Intensive School-Based Therapist
ISES - Intensive Social/Emotional Services
LCSW - Licensed Clinical Social Worker
LRE - Least Restrictive Environment (IEP page)
MFT - Marriage and Family Therapist
MTP - Mental Health Treatment Plan
SECM - Special Education case Manager
SIS - Student Information and Services (IEP page)

**Ventura County SELPA
Social/Emotional Services
Continuum of Options for Special Education Students**

All services and supports are focused on student's performance and access to education

<u>Social Emotional Services Continuum</u>	<u>School Placement Options Continuum</u> (General Guidelines)
<p><u>School Based Services:</u></p> <ul style="list-style-type: none"> • Behavior Interventions – Positive Behavior Support Plans, Behavior Intervention Plans • School-based Counseling <div style="text-align: center; border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p><i>If not successful <u>enough</u></i></p>  </div>	<p>General Education with Special Education Services Special Education Class</p>
<p><u>Pre-ISES:</u></p> <ul style="list-style-type: none"> • Behavior Interventions – Deeper analysis, hypothesis testing, data collection, consultation and follow-up with teachers • Counseling groups – short term, “topical” or “process” groups • Individual counseling – 6 months – 1 year <p>(No minimum requirement for Pre-ISES before referral to ISES)</p> <div style="text-align: center; border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p><i>If student needs longer term counseling, social work, school-home communication, parent referrals or parent education and training</i></p>  </div>	<p>General Education with Special Education Services Special Education Class Class for students with Emotional Disturbance (ED)</p>
<p><u>ISES (Intensive Social Emotional Services):</u></p> <ul style="list-style-type: none"> • Ongoing behavior Interventions and follow-up • Counseling – individual – longer term relationship • Counseling groups • Social Work Services – Linking therapy – behavior – home – school – resources <p>(After 3 months, if student needs a program with intensive therapeutic support and support from an Intensive Social Emotional Services Associate to be successful, may refer to Phoenix School; or if student and family need supports at home to be successful at school, may refer to COEDS)</p> <div style="text-align: center; border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p><i>If student needs more support at home, parent needs in home support, education, etc.</i></p>  </div>	<p>General Education with Special Education Services Special Education Class ED Class ED Class with on-site ISES Phoenix School Triton Academy Nonpublic School –</p> <ul style="list-style-type: none"> – Casa Pacifica NPS must be ISES – TLC+, Passageway and CAFÉ may receive ISES – Out of county NPSs may provide ISES

<u>Social Emotional Services Continuum</u>	<u>School Placement Options Continuum</u> (General Guidelines)
<p><u>Collaborative Educational Services (COEDS) (In-home ISES Services)*:</u></p> <ul style="list-style-type: none"> • Option 1 – Behavior Interventions, student level support (Youth Partner) • Option 2 – Social work services (Family Case Manager) and Parent-to-Parent support (on LRE page) • Option 3 – Youth Partner, Family Case Manager, Parent Partner support <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 10px auto; width: fit-content;"> <p><i>If student not accessing school, not safe at school</i></p>  </div>	<p>General Education with Special Education Services Special Education Class ED Class ED class with onsite ISES Phoenix School Nonpublic School</p>
<p><u>Residential Treatment Services*:</u></p> <p>24/7 therapeutic services, closely aligned with the classroom program. Ongoing monitoring by the IEP team to bring student home as soon as possible. Support by SELPA Residential Placement Consultant.</p> <ul style="list-style-type: none"> • Student has social/emotional needs which result in significant ongoing difficulties in accessing his/her special education program and/or • Student not safe at school, and • Student has not been responsive to lesser intensive supports (ISES, COEDS) and, • Student requires a 24/7 comprehensive therapeutic setting in order to benefit from educational services 	<p>Special Education Class only Nonpublic School</p>

*Both COEDS and Residential Treatment are reviewed every six months.

Public Mental Health Services

What:

County Departments of Mental Health provide services which address social/emotional needs which impact functioning at home, at school, or in the community.

Who:

These services are available to children and youth who:

- ◆ Have MediCal
- ◆ Are uninsured and meet income guidelines

How:

If you live in Ventura County, call the VCBH Screening, Triage, Assessment and Referral (STAR) office at 1-866-998-2243 to refer your child for mental health services.

For Los Angeles County, call the LADMH Access Center 24/7 Helpline 1-800-854-7771.

Then What:

Your child will be assessed, and if found eligible, will be assigned a clinician. The clinician will work with your child, family, and other important people in your child's life to address his or her needs. Services may include:

- ◆ Individual Therapy
- ◆ Group Therapy
- ◆ Case Management
- ◆ Collateral Services
- ◆ Psychiatry

Not Eligible for Public Mental Health?

If you have insurance, call your insurance company about services.

Need a low cost referral? Call the 211 hotline and let them know the area you live in.

Need a Parent to Talk to?

United Parents

391 S. Dawson Drive, Suite 1A
Camarillo, CA 93012
(805) 384-1555



Rainbow Family Resource Center

2401 E. Gonzales Rd., Suite 100
Oxnard, CA 93036
(805) 485-9643 or (800) 332-3679
(805) 485-9892 – Spanish

My Child has Emotional & Behavioral Challenges...

How can I find help?



Do your Child's Social/Emotional Issues Impact Performance in School?

S/He may be Qualified for Special Education Services

Speak to your child's teacher about making a referral for special education, call your district (see below) or go to the SELPA website for information about making a referral for special education.

Ventura County School Districts

Briggs	(805) 933-2254
Conejo Valley Unified	(805) 497-9511 x221
Fillmore Unified	(805) 524-6029
Hueneme Elementary	(805) 488-3588 x9300
Las Virgenes Unified	(818) 878-5243
Mesa Union	(805) 485-1411
Moorpark Unified	(805) 378-6300
Mupu	(805) 525-0422
Oak Park Unified	(818) 735-3208
Ocean View	(805) 986-6778
Ojai Unified	(805) 640-4300 x309
Oxnard Elementary	(805) 387-1501 x2161
Oxnard Union High	(805) 385-2829
Pleasant Valley	(805) 445-8676
Rio	(805) 485-1442
Santa Clara	(805) 525-4573
Santa Paula Unified	(805) 933-8836
Simi Valley Unified	(805) 306-4500 x4302
Somis Union	(805) 386-5711
Ventura Unified	(805) 641-5000 x1123

Does your Child Receive Special Education Services?

S/He may be a Candidate for Intensive Social/Emotional Services for Special Education Students (ISES)

What:

This program provides services to Special Education students who have significant emotional or behavioral problems that impact their educational performance and require intense intervention in order to be successful at school.

Who:

A student eligible for consideration has:

- ◆ A current Individualized Education Program (IEP) for Special Education Services and
- ◆ Educational needs that require assistance in both educational and therapeutic areas that require intensive supports.

Students with emotional/behavioral problems at home only, (not at school), would not be eligible for these services.

How:

Start by speaking to your child's special education case manager or district administrator. Your school district may initiate the referral for assessment for ISES.

Several things are considered in the assessment process:

- ◆ The severity and duration of the problem
- ◆ How the student's emotional or behavior problem(s) are affecting his or her access to school
- ◆ Behavioral counseling services the student has received in the past, both school and community

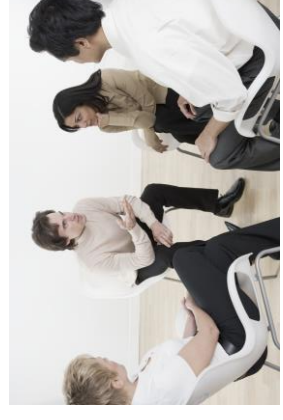
Then What:

After assessment is completed, an IEP team meeting will be held to consider assessment results. If the team agrees they are necessary for the student to benefit from school, some of the following services may be provided:

- ◆ Individual Counseling
- ◆ Group Counseling
- ◆ Social Work Services
- ◆ Parent Counseling and Training
- ◆ Behavior Intervention Services

IEP goals will be developed to address the student's performance in school. Parents will receive regular progress reports toward these goals.

Appendix 4-CC



Ventura County Special Education Local Plan Area

- SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2015



- SECTION 1 – GOVERNANCE
- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- SECTION 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
- SECTION 5 – ALTERNATIVE PLACEMENT**
- SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
- SECTION 7 – EARLY CHILDHOOD
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET
- SECTION 10 – PARENT INVOLVEMENT
- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are Local Plan Policy.**

Ventura County SELPA
5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560 (805) 437-1599 – fax
www.venturacountyselpa.com

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- V. Charter Schools**
- VI. Phoenix Program**
- VII. Triton Academy**
- VIII. Alternative School Placement**
- IX. Appendices**
 - A. Nonpublic, Nonsectarian School/Agency Services Master Contract
 - B. Individual Services Agreement
 - C. Worksheet for Specialized Out of District Program
 - D. Private School Guidelines and Procedures
 - E. Guidelines and Procedures for Services to Special Education Students in the Juvenile Justice Facility
 - F. Referral Process for Special Education Students to Gateway Community Schools
 - G. Worksheet for Determination of Special Education Responsibility for Students Considered Homeless
 - H. Referral Process to Phoenix
 - I. Triton Academy Referral Requirements

I. Nonpublic Schools

The Ventura County SELPA has developed a Master Contract as well as an Individual Services Agreement (ISA) for use by all member districts in the Ventura County SELPA for students placed in certified nonpublic, non-sectarian schools (NPS). These documents assist districts in setting up contracts for the provision of IEP services for students placed in a certified NPS, and contain provisions to ensure that all legal requirements are met. **(Appendix 5-A Master Contract and 5-B Individual Services Agreement)**

For a student placed in a certified NPS, a representative of the district of residence attends all IEP meetings for the student and receives regular reports on student progress. The SELPA Master Contract requires that reports of pupil progress be given to families and districts from the NPS at least as often as reports cards are required by the student's home school. The school district is responsible to assure that services are provided as per the Master Contract and ISA. This is accomplished via visits, phone calls and review of pupil progress reports. The "Worksheet for Specialized out of District Program" **Appendix 5-B** is completed as part of the IEP and specifies procedures for emergency reports as well as steps to return the student to district.

Financial and programmatic responsibility for an NPS student shall be as follows:

- Day student attending an NPS – the school district where parent and student reside is responsible.
- School district IEP team places student in a residential placement - the school district where parent resides retains responsibility. If parents move during the school year to a district outside of SELPA, the placing district retains responsibility until the end of the school year including Extended School Year. If parents move within the SELPA, the new district becomes responsible as soon as informed by prior district.
- Student placed in a residential placement by a public agency (Probation, Human Services, Regional Center) – the school district where the residential placement is located is responsible for the educational program.

The responsible school district must ensure that the following are provided for the student: new assessment as warranted, annual review, triennial review, transportation for student and family to and from the school, statewide achievement assessment, progress reports and monitoring of behavior emergencies.

II. Private Schools

Districts where private schools are located must determine need and utilize a proportionate share of their federal special education funds for students with disabilities in those private schools. However, there is no individual entitlement for these funds.

The Ventura County SELPA document Private School Guidelines and Procedures **(Appendix 5-D)** describes how districts must consult with appropriate representatives of private schools annually regarding services to be provided to students with disabilities attending private schools. After consultation, each district will develop a plan stating how its proportional share of funds will be utilized for private school students. The plan will address students in 1st – 12th grades only.

Students from within the SELPA who are attending a private school will be referred to their school district of residence for assessment for special education services. An IEP team meeting will be conducted to share assessment results. If the child is found eligible for special education services, an IEP will be developed which offers a Free Appropriate Public Education (FAPE) at a public or nonpublic school site by the district of residence.

If parents choose to continue to enroll the child in a private school, their rights to a Free Appropriate Public Education will be limited. The district of residence will refer the family to the district where the private school is located. The district where the private school is located may develop an Individual Service Plan (ISP), according to their own district private school plan.

For students from outside of Ventura County SELPA coming to a private school within the SELPA, the district where the private school is located will be responsible for the assessment and IEP development. If the parent agrees with the IEP determination of eligibility and services, the parent will be referred back to the district of residence for placement and services. If the parent does not wish to accept the offer of FAPE at the district of residence, an ISP may be developed by the district where the private school is located according to their district private school plan.

III. Hospitals, Psychiatric Hospitals, Residential Medical Facilities, Foster Family Homes, and Licensed Children’s Institutions

Each school district is responsible for the provision of special education and related services to special education students placed in hospitals and other residential medical facilities outside of the IEP process. The district will first consider services in the district and then intra-SELPA programs. If the special education services available from these entities are not appropriate, the district will contract with an appropriate service provider to implement the student’s IEP.

A district should receive prior notice from the district where the facility is located regarding the return of a student from a hospital or other residential facility. The district will attempt to obtain the current educational records in order to provide appropriate special education services.

There are no state hospitals located within Ventura County SELPA.

Under the McKinney-Vento Act, students who are in Foster Care or considered to be homeless may choose to return to the district of origin for education and services if determined appropriate by the parent and Social Worker. This would be documented on the “Worksheet for Determination of Special Education Responsibility for Students Considered Homeless” (**Appendix 5-G**). In this case the district of origin is responsible to collaborate with the district where the student resides to provide transportation back to the school of origin, and will provide all special education services.

IV. Court & Community Schools

The Ventura County Office of Education Court and Community Schools program is responsible to ensure that special education services are provided to students placed in Juvenile Hall or attending Gateway Community School. These services are funded by the SELPA through the SELPA funding model, utilizing AB602 funds calculated on overall 7th - 12th grade student enrollment.

A. Providence School (Juvenile Hall)

When a special education student arrives at Providence School, staff from Providence School and home school district will communicate about special education needs, and anticipated return to district. The IEP may be revised to reflect needs of student while at Providence School, and may note additional services that are anticipated upon return to a less restrictive setting. Providence staff will communicate with district upon return using the Notification of Release from Providence form. **(See Guidelines and Procedures for Services to Special Education Students in the Juvenile Justice Facility Appendix 5-E)**

B. Gateway Community School

Gateway Community School is available to all districts that participate in the countywide Gateway Consortium. Gateway is designed for students who are expelled, on probation or parole and not in attendance in any school, recommended by a school district attendance review board or upon the request of a pupil's parent/guardian.

Special education services are available for students enrolled in Gateway Community School, funded by SELPA Court and Community School funding described above. If a district is considering Gateway as a placement option for a special education student, an IEP meeting will be held and Gateway staff invited with timely notice. If it is agreed that the student will attend Gateway, an IEP will be developed reflecting Gateway services. **(Appendix 5-F - Referral Process for Special Education Students to Gateway Community Schools)**

V. Charter Schools

Charter Schools must make available special education and related services to children enrolled in the Charter School. The chartering entity is responsible for ensuring that the charter school provides special education and related services as required by each child's IEP.

VI. Phoenix Program

The Phoenix Program is a specialized Intensive Social/Emotional Services (ISES) program designed by the SELPA and County Office of Education to provide services to students with Emotional Disturbance. It provides ISES and special education services in a highly structured, self-contained environment with an emphasis on academics, behavior and therapy. It is available to students from throughout the SELPA who have received ISES at least three months. A referral is made to Phoenix and there are a series of steps to be taken to consider the appropriateness of the referral. The Phoenix Program is located at several locations throughout the SELPA. The ISES services are provided by contract between the SELPA and Ventura County Behavioral Health.

(Appendix 5-H Referral Process to Phoenix)

VII. Triton Academy

Triton Academy provides a highly specialized program to address the learning, social, communication, behavioral and sensory needs of students with Autism Spectrum

Disorders. Operated by the Ventura County Office of Education, it is available to students from any district within the SELPA. A referral is made to Triton, and there are a series of steps to be taken to consider the appropriateness of the referral. See **Appendix 5-I for Triton Academy Referral Requirements.**

The Triton Advisory Committee meets regularly to give input and advice to the Triton Administration.

VIII. Alternative School Placements within a School District (i.e. continuation high schools, community day schools, independent study)

Students with disabilities placed by their districts in alternative placements will continue to receive special education services specified in the IEP.



**SECTION 5
ALTERNATIVE PLACEMENT
APPENDICES A-I**

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2014-2015

VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

BRIGGS SCHOOL DISTRICT, CONEJO VALLEY UNIFIED SCHOOL DISTRICT, FILLMORE UNIFIED SCHOOL DISTRICT, HUENEME SCHOOL DISTRICT, LAS VIRGENES UNIFIED SCHOOL DISTRICT, MESA UNION SCHOOL DISTRICT, MOORPARK UNIFIED SCHOOL DISTRICT, MUPU SCHOOL DISTRICT, OAK PARK UNIFIED SCHOOL DISTRICT, OJAI UNIFIED SCHOOL DISTRICT, OXNARD SCHOOL DISTRICT, OXNARD UNION HIGH SCHOOL DISTRICT, OCEAN VIEW SCHOOL DISTRICT, PLEASANT VALLEY SCHOOL DISTRICT, RIO SCHOOL DISTRICT, SANTA CLARA SCHOOL DISTRICT, SOMIS SCHOOL DISTRICT, SANTA PAULA ELEMENTARY SCHOOL DISTRICT, SANTA PAULA UNIFIED SCHOOL DISTRICT, SIMI VALLEY UNIFIED SCHOOL DISTRICT, VENTURA UNIFIED SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

«SCHOOL»

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 1st day of July, 2014, between the Ventura County Special Education Local Plan Area (SELPA) hereinafter referred to as SELPA and the Ventura County Office of Education (VCOE) the Administrative Unit for the SELPA on behalf of the twenty-one school districts listed above (hereinafter referred to as LEA/LEAs) and «SCHOOL» (hereinafter referred to as “NPS/A” or “CONTRACTOR”) for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit any Local Education Agency (LEA) to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon CONTRACTOR acceptance of a student, the LEA shall develop an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, this form shall acknowledge the CONTRACTOR’S obligation to provide all services specified in the student’s Individualized Education Plan (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of an LEA student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (OAH) order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent evidencing the parent's agreement to the IEP. CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a "private pay or tuition free" scholarship "basis and concurrently or subsequently advise, actively support or request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

2. **CERTIFICATION**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or current credential. A current copy of CONTRACTOR'S nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to Ventura County SELPA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on in CONTRACTOR'S CDE certification.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

With respect to CONTRACTOR'S certification, failure to notify the LEA promptly, not more than 30 days of any changes in: (1) credentialed/licensed staff; and thirty (30) days any changes in: (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable Ventura County SELPA/LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with SELPA policies/procedures and shall indemnify the Ventura County SELPA/VCOE under the provisions of section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of CONTRACTOR'S failure to comply with SELPA/LEA policies/procedures. The CONTRACTOR shall comply with those policies/procedures, relating to among other things, the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, SELPA/LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions.

CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies/procedures and shall indemnify LEA under the provision of section 16 of this contract for such failure.

CONTRACTOR acknowledges and understands that the SELPA/LEA may report to CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2014 to June 30, 2015 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the SELPA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2015. In the event the contract is not renegotiated by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)). No Master Contract will be offered until all of the normal and customary contracting requirements of the SELPA have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the SELPA/LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR'S ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the SELPA/LEA may modify the SELPA/LEA procedures from time to time without the consent of CONTRACTOR.

The CONTRACTOR shall provide the SELPA/LEA with information as requested in writing to secure a Master Contract or a renewal. At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation including an Additional Insured Endorsement and CDE certification. The SELPA/LEA may require additional information as applicable.

If CONTRACTOR does not return the Master Contract to the SELPA duly signed by an authorized representative within ninety (90) calendar days of issuance by SELPA, the new contract rates will not take effect until the newly executed Master Contract is received by SELPA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments for education and services will cease until such time as the new Master Contract for the current school year is signed and returned to SELPA/LEA by the CONTRACTOR. In the event that this Master Contract expires or terminates, CONTRACTOR and SELPA/LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and the SELPA for so long as CONTRACTOR is servicing authorized SELPA/LEA students.

6. **INDIVIDUAL SERVICES AGREEMENT**

As a condition of this contract, an ISA will be developed for each LEA student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. ISAs are void upon termination or expiration of the Master Contract. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEAs for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. (California Education Code section 56366(a)(3).

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5), 56366.10(a) and Title 5 of the California Code of Regulations section 3062(e)). When CONTRACTOR is a nonpublic school/agency with an integrated program, CONTRACTOR shall provide all the CDE-certified designated instruction and services ("DIS") as specified in the LEA's ISA and student's IEP. Lack of qualified DIS personnel may result in proration of the basic education rate for integrated programs equal to the rate as paid to other NPS for same DIS service. In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within ten (10) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency. **LEA shall compensate CONTRACTOR**

for the compensatory service hours at the rates specified by the current contract unless billed for previously or included in a bundled rate.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with OAH, the CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA, or OAH. The CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between the SELPA/LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the Ventura County Office of Education or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means the nonpublic, nonsectarian school/agency certified by the California Department of Education identified on page 1 of this Master Contract and its officers and employees.
- b. The term “authorized LEA representative” means a LEA special education administrator designated to be responsible for nonpublic school/agencies. It is understood a representative of the Special Education Local Plan Area (SELPA), of which the LEA is a member, is an authorized LEA representative in collaboration with the SELPA/LEA. The LEA maintains sole responsibility for the contract unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading

to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. The term “parent” means:
 - 1. a biological or adoptive parent of a child unless the biological or adoptive parent does not have legal authority to make educational decisions for the child;
 - 2. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726;
 - 3. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare;
 - 4. a surrogate parent who has been appointed pursuant to Government Code sections 7579.5 or 7579.6 and in accordance with the requirements of federal law;
 - 5. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).
 - 6. parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to the SELPA shall be addressed to:

Name: Mary E. Samples

Address: 5100 Adolfo Road

City, State Zip: Camarillo, CA 93012

Phone: (805) 437-1560 ~ (805) 437-1599 fax

Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes or other documents used to record the provision of services provided through adult assistance (hereinafter referred to as "aide"), NPA/NPS behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; and other documents; evidencing financial expenditures; federal/state payroll quarterly reports and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need

not record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record pursuant to California Education Code Section 49076. CONTRACTOR/LEA should maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward LEA student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, state test score reports, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five business days.

10. **SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. **SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR'S successors and assignees. CONTRACTOR shall notify the SELPA/LEA of any change of ownership or corporate control.

12. **VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in Ventura County, California.

13. **MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by either party to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The SELPA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. In the event urgency or emergency legislation is passed, the notice period may be less than 30 days.

14. **TERMINATION**

This Master Contract or ISA may be terminated for cause. To terminate the contract either party shall give thirty (30) days prior written notice. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice. At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. All ISAs are void upon termination of this Master

Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his or her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$100,000 fire damage
 \$5,000 medical expenses
 \$1,000,000 personal & adv. Injury
 \$4,000,000 general aggregate

- B. **Business Auto Liability Insurance** for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

If CONTRACTOR provides transportation services to students utilizing a van, bus or any vehicle designed to carry 10 or more passengers, CONTRACTOR shall ensure that they keep in effect a combined single limited business auto liability policy of no less than 5,000,000 per occurrence.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits (CA Labor Code 3700 et seq.)

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Sole proprietors with no employees are exempt from providing Worker's Compensation and Employers Liability Insurance, but must provide a signed Worker's Compensation Statement.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, **including Sexual Molestation and Abuse coverage, unless the coverage is afforded elsewhere in**

the Commercial General Liability or Professional Liability policy by endorsement or separate policy, with the following limits:

\$2,000,000 per occurrence
\$4,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the SELPA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the SELPA/VCOE as additional insured. Premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligation under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA must require the CONTRACTOR, at the CONTRACTOR'S sole cost, to (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate.

Part II

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY

When CONTRACTOR is a nonpublic school affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** coverage of **\$2,000,000 per Occurrence** and **\$4,000,000 in the Aggregate**. The policy shall be endorsed to name the SELPA/VCOE as *named* additional insured and shall provide specifically that any insurance carried by the SELPA/VCOE/LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance shall be deemed primary despite any conflicting provisions in the RTC policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the SELPA Risk Management Services.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation

Insurance coverage must also include Employers Liability coverage with limits of **\$1,000,000/\$1,000,000/\$1,000,000**.

- C. **Commercial Auto Liability** coverage with limits of **\$1,000,000** Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be **\$50,000** per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/MALPRACTICE** coverage with minimum limits of **\$3,000,000** per occurrence and **\$3,000,000** general aggregate.
- F. **Sexual Molestation and Abuse coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of **\$2,000,000** per occurrence and **\$4,000,000** general aggregate.

If SELPA/VCOE/LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section are necessary, either party may reopen negotiations to modify the insurance obligations.

16. **INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold SELPA/Ventura County Office of Education/LEAs and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding the SELPA, VCOE and LEAs).

The SELPA/VCOE/LEAs shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees and costs) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of the SELPA/LEAs, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

The SELPA/VCOE/LEAs represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. **INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the SELPA/VCOE/LEAs and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the SELPA/VCOE/LEAs and any individual assigned by CONTRACTOR to perform any services for the SELPA/VCOE/LEAs.

18. **SUBCONTRACTING**

CONTRACTOR shall provide written notification to the SELPA/LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of section 15. Each subcontractor shall furnish the SELPA with original endorsements and certificates of insurance effecting coverage required by section 15 and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the SELPA before the subcontractor's work commences. The commercial General Liability and Automobile Liability policies shall name the SELPA/VCOE as additional insured.

- A. All Certificates of Insurance shall reference the SELPA contract, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45-Clearance Requirements and Section 46-Staff Qualifications or this Master Contract.

19. **CONFLICTS OF INTEREST**

CONTRACTOR shall provide upon request to the SELPA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with the SELPA/VCOE/LEAs that constitutes or may constitute a conflict of interest pursuant to California Education Code Section 56042 and including, but not limited to, employment with the SELPA/VCOE/LEAs, provision of private party assessments and/or reports, and attendance at IEP team meetings or due process proceedings acting as a student's advocate.

CONTRACTOR and LEA otherwise agree in writing, LEA shall not execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a parent of the LEA student is an owner, employee or agent of the NPA or NPS. CONTRACTOR shall endeavor to avoid the assignment of close relatives or cohabitants to work in situations involving the provision of special education and/or related services to any LEA student where conflicts of interest could arise. For purposes of this Agreement, close relatives shall be defined as including spouse, sibling, parent, child, or grandchild; cohabitants shall be defined as persons

living together. Exceptions to this term can only be made in writing between CONTRACTOR and LEA. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR'S facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall not develop an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR'S school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. LEA shall compensate CONTRACTOR for related service assessments, performed at the request of the LEA when CONTRACTOR, prior to beginning the assessment, provides LEA with written notice of the expected costs of the assessment, and LEA elects to proceed with the assessment. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund ongoing services provided by the evaluator whose IEE the LEA agrees to fund when no other appropriate assessor is available, LEA may request and if contractor agrees, the contractor may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEAs if provided by an individual who was an employee of LEAs within the three hundred and sixty five (365) days prior to executing this contract. However, the provision does not apply if the former SELPA/VCOE/LEA employee was involuntarily terminated or laid off as part of necessary staff reductions. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. **NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of actual perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in employment or operation of its program.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP of each LEA student served by the CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP unless the contractor and LEA agree otherwise in the contract or ISA. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA within 30 days if provision of services cease. Pursuant to California Education Code section 56366(b), transportation shall not be provided through the use of services or equipment owned, leased, or contracted by the LEA for students served by CONTRACTOR unless those services and equipment are provided directly or subcontracted by the CONTRACTOR.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a nonpublic school, CONTRACTOR'S general program of instruction shall: (a) utilize evidence based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to (a) State Board of Education (SBE) adopted Common Core State Standards

(CCSS), for curriculum and instructional materials for kindergarten and grades 1 to 8 inclusive; and provide CCSS curriculum and instructional materials for grades 9-12 inclusive used by a local educational agency (LEA) that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. When appropriate CONTRACTOR shall utilize the Ventura County SELPA Functional Skills Curriculum for students with moderate to severe disabilities who participate in California Alternative Performance Assessment (“CAPA”). CONTRACTOR’S general program of instruction shall be described in writing and a copy provided to SELPA/LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by LEA students leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA’s graduation requirements, including but not limited to, passing the California High School Exit Exam (CAHSEE) if applicable or meeting CAHSEE exception/waiver requirements per state guidelines.

A pupil in foster care shall be defined pursuant to California Education Code section 51225.2. The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil’s second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR’S general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification and provided as specified in the LEA student’s IEP and ISA. The nonpublic agency providing Behavior Intervention services as a related service shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be available upon request. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a LCI all services not provided in the school setting require the presence of a parent, guardian or adult care giver during the delivery of services provided such guardian or caregiver with written and signed authority to make decisions in an emergency during the delivery of services. LCI contractors shall ensure that appropriate and qualified residential or clinical staff are present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult care giver is present. It is understood and agreed that the parent of a LEA student shall not be deemed by CONTRACTOR to be qualified as a provider for their own child. CONTRACTOR shall make available upon request to the SELPA/LEA a written description of the services provided and location of services prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Case Manager (BICM) or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA student unless the LEA and the CONTRACTOR agree otherwise in writing.

23. **INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in preschool programs the instructional minutes shall follow the LEA student's IEP and ISA. For LEA students in grades one through 12, unless otherwise specified in the LEA student's IEP, the weekly number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least 1570 minutes and daily at least::

- 180 instructional minutes for LEA students in grade kindergarten
- 280 instructional minutes for LEA students in grades one through five inclusive.
- 300 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade level unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. **CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students. Upon written approval by an authorized SELPA/LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended year to provide services to students with disabilities.

When CONTRACTOR is a nonpublic school, CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. **CALENDARS**

The CONTRACTOR shall submit to LEA a school calendar with the total number of billable days not to exceed 180 regular school year (RSY) days, plus up to twenty (20) extended school year (ESY) days as determined by LEA's calendar. Billable days shall include only those days that are included in the submitted and approved school calendar, and shall not exceed number

of days in LEA's approved calendar and/or required by the IEP for each LEA student. In the event the LEA adjusts the number school days for the regular school year and/or extended school year, the approved number of days shall become the total billable days for the nonpublic school or agency. In which case, an amended calendar shall be provided by CONTRACTOR for LEA approval.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the SELPA/LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by SELPA/LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless otherwise specified in the LEA student's IEP and ISA. It is understood that services may not be provided on weekends, holidays and other times when school is not in session.

26. **DATA REPORTING**

CONTRACTOR shall agree to provide all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any sections of this contract and requested by the SELPA/LEA. This data shall be provided in the format required by the SELPA/LEA.

The CONTRACTOR agrees to use the Ventura County SELPA IEP forms through the SIRAS Program for all IEP development and progress reporting. The SELPA/LEA will provide the CONTRACTOR with appropriate software and user training.

The LEA shall provide the CONTRACTORS with approved forms and/or format for such data including but not limited to invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. **LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all SELPA/LEA Policies and Procedures that support Least Restrictive Environment ("LRE") options and/or Dual Enrollment options for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations activities to support the transition.

28. STATEWIDE EXAMINATION

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all required Statewide assessments, including but not limited to the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California High School Exit Examination, as appropriate to the student, and pursuant to state and federal guidelines.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide tests including the Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, California English Language Development Test ("CELDT"), the California High School Exit Examination (CAHSEE), and the California Standards Test ("CST"), and, where appropriate, the California Modified Assessment ("CMA") and/or California Alternative Performance Assessment ("CAPA") as mandated by LEA pursuant to LEA and state and federal guidelines.

Where the CONTRACTOR is an NPS, the CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. The LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA training and comply with completion of all coding requirements as requirements as required by the LEA. CONTRACTOR shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

29. MANDATED ATTENDANCE AT LEA MEETINGS.

CONTRACTOR shall attend the SELPA/LEA meetings when legal mandates, and/or the SELPA/LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, standardized testing, and IEPs. The SELPA/LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

LEA may invite CONTRACTOR to LEA staff development and training to implement new and revised mandated requirements, including, but not limited to, common core curriculum, state testing, and other topics related to the provision of services for LEA students.

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code section 56521.5 regarding positive behavior interventions. LEA students who exhibit serious behavioral challenges must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the individualized education program ("IEP") team determines that a student's behavior impedes

his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a BIP, the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions, including prohibited behavioral interventions, and Behavioral Emergency Reports. CONTRACTOR shall ensure that all of its instructional staff are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with a SELPA approved *Crisis Prevention Intervention (CPI)*.

Pursuant to Education Code section 56521.1 emergency interventions shall not be used as a substitute for a Behavior Intervention Plan (BIP), and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a BER when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a BER form be completed and submitted to the LEA within (1) one school day for administrative action. CONTRACTOR shall notify LEA and Parent within twenty-four (24) hours via telephone. If the student does not have a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the BER, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. Within (2) two school days, CONTRACTOR and LEA shall schedule an IEP meeting.

CONTRACTOR shall not utilize, authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR'S trained

and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-9).

31. **STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. When CONTRACTOR is a nonpublic school, all suspension regulations and LEA procedures shall be followed, including the reporting of mandatory offenses to law enforcement.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall within 24 hours submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written Behavior Emergency or discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written Behavior Emergency or discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. **IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code Sections 56366 (a)(2)(B)(i) and (ii) and pursuant to California Education Code Section 56345(b)(4). If an LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program including the nature of each activity as well as the time spend on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. In preparation for IEPs or upon request with 30 days prior written notice CONTRACTOR shall provide to LEA academic assessments and written progress reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parents, CONTRACTOR and LEA. If no parent or guardian can attend the meeting, the CONTRACTOR with support of LEA shall use other methods to ensure parent or guardian participation, including individual or conference telephone calls. In the event a parent or guardian cannot attend the IEP team meeting either physically or through other methods, a meeting may be conducted without a parent or guardian in attendance. If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend, CONTRACTOR shall maintain a record in the LEA's SIRAS special education software of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

It is understood that the contractor shall utilize the approved electronic IEP system of the SELPA (SIRAS) for all IEP planning and progress reporting at the LEA/SELPA's discretion. CONTRACTOR shall ensure that internet connectivity is available at their sites to access SIRAS. The SELPA shall provide training for any NPA/NPS to assure access to SIRAS. The NPA/NPS shall maintain confidentiality of all IEP data on SIRAS and shall protect the password requirements of the system. When a student disenrolls from the NPA/NPS the NPA/NPS shall discontinue use of SIRAS for that student.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. **SURROGATE PARENTS**

CONTRACTOR shall comply with the SELPA/LEA procedures for obtaining surrogate parents as specified in the SELPA Local Plan. CONTRACTOR shall comply with surrogate parent assignments.

34. **DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including resolution sessions, mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

35. **COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of

Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures upon request to the SELPA/LEA.

36. **LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards per year. At a minimum progress report shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR'S place of business and shall be submitted to the LEA within 10 days of the request. CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time within five years of the date of service. The CONTRACTOR shall provide this data supporting progress within 5 business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

The CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at their sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. **TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare and provide signed cumulative transcripts based on its own grades and report cards and transcripts received from other schools, into student's file at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit the information on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified by the LEA. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted.

38. LEA STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify LEA of the LEA student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence and contractor fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's changes of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically, in writing, or by telephone, to the LEA when a LEA student is withdrawn without prior notice from school and/or services or including student's change of residence outside LEA service boundaries or student's discharge from a Residential Treatment Center which has not been specified in the IEP. CONTRACTOR shall confirm such telephone call in writing and submit within five (5) days to the LEA. CONTRACTOR shall assist LEA to verify and clear potential dropouts three times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTORS operating programs with associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTORS providing services in the student's home as specified in the IEP shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization to act in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

41. **SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA Procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and district policy.

It is understood that the public school credentialed classroom teacher is responsible for the educational program and all non public agency service providers shall work collaboratively with and not replace the classroom teacher, who shall remain in charge of the instructional program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

42. **LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the SELPA Local Plan. A LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs.,

Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of educationally-related mental health services, including residential care for students to receive a FAPE as set forth in the LEA students' IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a RTC or LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment and 2) the educational placement, grade level and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearing (OAH) order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serves a student from this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. **STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. **MONITORING**

CONTRACTOR shall allow access by LEA to its facilities for periodic monitoring of each LEA student's instructional program and shall be invited to participate in the review of each student's progress. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include announced or unannounced SELPA/LEA monitoring visits. When making site visits, the SELPA/LEA shall initially report to CONTRACTOR'S site administrative office.

If CONTRACTOR is also a LCI, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in the CDE On-Site and Self Review and/or District Validation Review. This review will address programmatic aspects of the Nonpublic School/Agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Assessment Checklist submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that the SELPA/LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data necessary and prepare a School Accountability Report Card in accordance with California Education Code Section 33126 and 5366(a)9.

PERSONNEL

45. CALSTRS/PERS Requirement

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. The LEA shall have no duty to monitor wages of CalSTRS or PERS retirees to insure that their earnings are within the limitation prescribed by these or any other retirement system. LEA is not liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceed a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits.

46. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter) referred to as "FBI") for CONTRACTOR'S employees, volunteers, subcontractors, related outside agency service provider's staff or any person with regular student contact employed directly or indirectly by it prior to service with any LEA student. CONTRACTOR hereby agrees that CONTRACTOR'S employees, volunteers, subcontractors or any person employed directly or indirectly by it shall not come in contact with LEA students until CDOJ clearance is ascertained. CONTRACTOR shall certify in writing to SELPA/LEA that none of its employees, and volunteers, subcontractors or any person employed directly or indirectly by it who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the SELPA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check

clearance and has enrolled in subsequent arrest notice service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting 2 sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the State Superintendent of Instruction evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

47. **STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that each special education teacher meets the Highly Qualified Teacher requirements and holds a full CTC credential authorizing instruction to students with the disabling conditions placed in the teacher's classroom through documentation provided to the CDE. (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including, but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least 2 years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (3) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.

CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

48. **VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the SELPA a staff list, and all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the Ventura County Office of Education. CONTRACTOR shall notify the SELPA in writing as specified by CDE within thirty (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, DOJ clearance and Tuberculosis Test clearance for all employees, approved subcontractors and or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify SELPA/LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. **The SELPA/LEA shall not be obligated to pay for any services provided by a person whose** such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period **during which such person is providing services under** this Master Contract. Failure to notify the SELPA/LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the SELPA/LEA.

SIRAS user accounts shall not be activated or renewed until verification that all required documents and information have been verified by the CONTRACTOR administrator or designee. User accounts must be closed by CONTRACTOR within 5 days of employee separation.

49. **STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR'S classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. Upon request, the CONTRACTOR shall provide to the SELPA/LEA documentation of substitute coverage on a substitute teacher log. Substitute teachers shall remain with their assigned class during all instructional time. LEA shall not be responsible for payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

50. **STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood, that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

51. **HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR'S employees and volunteers for tuberculosis. CONTRACTOR shall provide to the SELPA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal

health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. TRAVEL

No student placed by this SELPA/LEA may travel out of the country.

53. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the SELPA/LEA and CDE of any changes in major modifications or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this master contract by the SELPA/LEA.

54. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

55. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the SELPA/LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the SELPA/LEA procedures.

56. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.*, and as specified by the SELPA/LEA. To protect the privacy rights of all parties involved (report, child and alleged abuse), reports will remain confidential as required by law and professional ethical mandates. CONTRACTOR shall ensure that all nonpublic school and agency providers, volunteers, subcontractors or any person employed directly or indirectly by it, are trained on the Suspected Child Abuse Reporting requirements, at the beginning of each school year. A written assurance acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA upon request.

57. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR'S policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

58. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the SELPA.

FINANCIAL

59. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP for each and every child.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and will be governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose

signature shall appear on such forms and shall be available for review, inspection, or audit by the SELPA/LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted according to LEA procedures. Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case should initial payment claim submission or initial rebilling/retroactive billing for any Master Contract fiscal year (July through June) extend beyond sixty (60) days after the close of the fiscal year. Invoices received for a closed fiscal year beyond the sixty (60) day period will be returned unpaid and should be removed from the Nonpublic School or Agency's accounts receivable. Exceptions to the above must be requested in writing and approved by the SELPA/District Special Education Administrator.

60. **RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (c) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by Section 57; (d) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (e) LEA has not received prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR'S educational program; (f) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (g) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the billable amount of the service CONTRACTOR failed to perform or failed to document properly; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) or (f): the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (g): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. When CONTRACTOR has an integrated program, lack of qualified DIS personnel may result in proration of the basic education rate equal to the rate as paid to other NPS for same DIS services. In addition, LEA may withhold or deny payment of any costs submitted to LEA on the basis of CONTRACTOR'S failure to deliver required services and/or from missing/incomplete or improper documentation of such services as described below.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR'S written request showing good cause, LEA shall extend CONTRACTOR'S time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR'S notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR'S notice, CONTRACTOR may invoke the following escalation policy.

After thirty-one (31) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within ten (15) business days.

After forty-one (41) business days: If CONTRACTOR notifies LEA that the dispute has not been resolved by the LEA, the SELPA administrator will become involved and shall attempt to resolve the dispute.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Ventura County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

61. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

62. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide "Makeup" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10) cumulative day of a LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absences.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR'S service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise

agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence or refusal of service of an LEA student no later than the fifth consecutive service day of the student's absence or refusal of services. Unless otherwise stipulated in the LEA student's IEP, or authorized by a LEA representative, LEA shall not be responsible for the payment of services when a student is absent or refuses services and student is not eligible for makeup services. In the event services were not provided, reasons for why the services were not provided shall be included.

63. **INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the SELPA/LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to the SELPA/LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-cal/daily service logs and notes and other documents used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules; when applicable liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the SELPA/LEA. CONTRACTOR shall make available to the SELPA all budgetary information including operating budgets submitted by CONTRACTOR to the SELPA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the SELPA or CONTRACTOR'S offices (to be specified by the SELPA) at all reasonable times and without charge. All records shall be provided to the SELPA within five (5) working days of a written request from the SELPA. CONTRACTOR shall, at no cost to the SELPA, provide assistance for such examination or audit. The SELPA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the SELPA, unless the SELPA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the SELPA upon request by the SELPA.

If an inspection, review, or audit by the SELPA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the SELPA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

64. RATE SCHEDULE

The attached rate schedule (**Exhibit A**) limits the number of contracted LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of contracted LEA students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A, attached hereto. Absent students may not be rescheduled or rebilled. Absences and makeup sessions shall be electronically documented, using appropriate INSERT session codes, and following delineated allowable and non-allowable "makeup" parameters.

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. Payment for Basic Education (BE) is based on positive attendance only (RSY: up to 180 days maximum/ESY up to 20 days maximum). Daily BE rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day. When CONTRACTOR provides an integrated program, all related supports and services are included in the basic education rate. Lack of qualified DIS personnel may result in proration of basic education rate for integrated programs equal to rate as paid to other NPS for same DIS services. CONTRACTOR shall bill all transportation services from the flat per diem rate. CONTRACTOR shall pay parent for transportation reimbursement at the LEA determined rate for one round trip from home to school from the per diem transportation rate.

When CONTRACTOR is a nonpublic school associated with a Residential Treatment Center (NPS/RTC), Intensive Social Emotional Services (ISES) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, family consultation and support, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the NPS/RTC program. Intensive Social Emotional Services (ISES) costs are all inclusive. Billing will indicate Room/Board Costs, ISES (Mental Health Costs) and Education Costs separately.

ISES and Room and Board payments are based on Positive attendance (payable for up to a maximum of 365 days) only, with up to a maximum of 10 days payment per student, per contract year, when a bed is unoccupied, for home visits of a therapeutic nature.

A. Basic Education Program/Special Education Instruction Rate/Period
 Basic Education Program/Dual Enrollment **«Basic»**

B. Residential Treatment Program

 «Residential»

 «Includes»

Per Diem rates for LEA students whose IEPs authorize less than a full instructional day shall be adjusted proportionally.

In such cases only, the adjustments in basic rate shall be based on the percentage of a 280-minute instructional day.

C. Related Services

1. «Related»

*Parent transportation reimbursement rates are to be determined by the LEA-Special Education Director.

**By credentialed Special Education Teacher.

***Limited to one hour per week. Group size may not exceed fourteen students. Payment to begin upon students fourteenth birthday.

65. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within in a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July 2014 and terminates at 5:00 P.M. on June 30, 2015, unless sooner terminated as provided herein.

«SCHOOL»
CONTRACTOR

VENTURA COUNTY OFFICE OF EDUCATION

By:

By:

Signature Date

Signature Date

Name and Title of Authorized Representative

Stanley C. Mantooth, County Superintendent

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to SELPA shall be addressed to:

«First» «Last»
«SCHOOL»
«Address1»
«Address2»

«Phon fax»

Mary E. Samples
Assistant Superintendent
Ventura County SELPA
5100 Adolfo Road
Camarillo, CA 93012

(805) 437-1560
(805) 437-1599 Fax

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

Appendix 5-B

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, _____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)							
Address							
City, State Zip							
LEA Case Manager							
Phone and E-Mail							
Student Last Name				Student First Name			
Grade		D.OB.		Sex	() M () F		
Parent/Guardian Last Name				Parent/Guardian First Name			
Address							
City, State, Zip							
Home Phone			Work		Cell		
Parent/Guardian Last Name				Parent/Guardian First Name			
Address							
City, State, Zip							
Home Phone			Work		Cell		

Nonpublic School/Agency							
Address							
City, State, Zip							
IEP Coordinator Name							
Phone			Fax				
E-Mail							
Program Administrator Name							
Phone			Fax				
E-Mail							
Education Schedule – Regular School Year							
Number of Days				Number of Weeks			
Education Schedule – Extended School Year							
Number of Days				Number of Weeks			
Contract Begins				Ends			

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION <i>Positive attendance only</i>								
B. RELATED SERVICES								
1. Transportation a. Paid to NPS/A								
2. Adapted P.E.								
3. Speech/Language a. Group b. Individual c. Consultation								

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
4. Occupational Therapy a. Therapy b. Consultation								
5. Physical Therapy a. Therapy b. Consultation								
6. Intensive Individual Services								
7. Other								
8. Intensive Social/Emotional Services (ISES):								
a. Individual Counseling								
b. Counseling & Guidance								
c. Parent Counseling								
d. Social Work Services								
e. Behavior Intervention Services								
9. Residential Services* a. Room and Board b. 24/7 ISES								
TOTAL COST								\$

*Intensive Social/Emotional Services (ISES) in a Residential Treatment Center (RTC) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, and social work services, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the RTC program.

Board and Care paid for up to 365 days with a maximum of ___days payment per student, per contract year, if a bed is unoccupied due to home visits of a therapeutic nature. Room and Board and mental health rates are all inclusive in a Residential Setting.

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS \$ _____

Other Provisions/Attachments: _____

Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

(Name of Nonpublic School/Agency)

(Name of LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

WORKSHEET FOR SPECIALIZED OUT OF DISTRICT PROGRAM

Ventura County Special Education Local Plan Area (SELPA)

Student Name _____ D.O.B. _____ Meeting Date _____

The team agrees student will be placed in _____

Rationale for placement:

Progress reports toward goals will be reported to parents

- Method: _____
- Months: _____

It is the goal of the Ventura County SELPA to educate students in settings as close to the home community as soon as possible. Steps to assist student in returning to a less restrictive school placement:

-
-
-
-
-

Skills/competencies student should display before returning to a less restrictive school placement:

-
-
-
-
-

These skills and competencies should be reflected in goals when appropriate.

Frequency of IEP review: _____

Copies of Progress Reports and Behavior Emergency Reports to be forwarded to:

(Name) _____ (Title) _____
(Location) _____
(Address/Fax) _____



Ventura County Special Education Local Plan Area (SELPA)



Private School Guidelines and Procedures

2014

Mary E. Samples, Assistant Superintendent

5100 Adolfo Road, Camarillo, CA 93012

(805) 437-1560 ~ (805) 437-1599 fax

www.venturacountyselpa.com

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Private School Guidelines

**VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOLS**

The Ventura County Special Education Local Plan Area (SELPA) will ensure that school districts locate and identify all children with disabilities enrolled by their parents in private elementary and/or secondary schools that are registered with the California Department of Education. The SELPA will ensure that each school district will accept and consider referrals for assessment and will offer a free appropriate public education (FAPE) to such children who are determined to be eligible for special education services. These procedures are intended to ensure compliance with all federal and state laws and regulations.

Legal Citations: 34 Code of Federal Regulations sections 300.130-144 and California Education Code Sections 56170-56174.5

It shall be the responsibility of each school district (district) to:

- Locate and identify all children with disabilities enrolled by their parents in private elementary and secondary schools within their district who may be eligible for special education services.
- Evaluate upon request, and if eligible, offer a Free and Appropriate Public Education (FAPE) to all children with disabilities enrolled by their parents in private elementary or secondary schools (regardless of where the private school is located) when custodial parent(s) reside in their district.

A. Child Find, Referral and Assessment

1. The Ventura County SELPA will:

- a) Provide information on its website for local private schools about the provisions in the Federal Law for students enrolled by their parents in private schools who may be eligible for special education services. Information will include criteria for special education eligibility and special education referral procedures.
- b) Ensure that child find activities undertaken for private school students are comparable to activities undertaken for children with disabilities in public elementary and secondary schools. This will include dissemination of the special education child find brochures in English and Spanish to all private schools in the SELPA two times per year, as well as periodic Public Services Announcements.

2. Districts that have private schools within their boundaries will:
- a) Identify all private schools within their boundaries that have an affidavit on file with the California Department of Education and have six or more students enrolled.
 - b) Between October 1 and December 1 each year, ask private schools to list all students enrolled in the school who are eligible for special education services, with and without ISPs, and the districts of residence of those children.
 - c) Provide the Districts of Responsibility/Residence (DOR) within the Ventura County SELPA names of those identified students attending each private school who are from the DOR.
 - d) Hold at least one annual meeting at which representatives of the private school (including parents). Topics to be covered:
 - Child Find for Special Education eligible students
 - Special Education assessment process
 - Individual Service Plans and process
 - The district's private school guidelines

If the private school representatives do not attend, the information will be mailed to them. They will be given the opportunity to provide input about services and support to be made available by the districts to special education eligible private school students.

- e) Obtain written affirmation from each private school within their boundaries that they were given the opportunity to participate in a timely and meaningful consultation with the district. *(See Appendix A.)*
 - f) Upon request, provide a written explanation to the private school if the district disagrees with the input of the private school.
 - g) (For families residing outside Ventura County SELPA) Follow all appropriate policies and procedures for assessment for eligibility for special education services of students attending private schools in the district. If eligible, forward all assessment reports to the DOR.
3. Private schools will:
- a) Refer students for special education instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized.
 - b) (For families living within Ventura County SELPA) Direct referrals to the district where custodial parent(s) reside (DOR) for assessment for eligibility for special education services, regardless of location of private school.

- c) (For families living outside Ventura County SELPA) Direct referrals to the district in which the private school is located for assessment for eligibility.
 - d) Participate on an ongoing basis with the district in which they are located to give input on the provision of special education services.
4. The DORs (within Ventura County SELPA) will:
- a) Follow all appropriate policies and procedures for assessment for eligibility for special education services.
 - b) For students who have been assessed, found special education eligible, and offered FAPE, but the family continues to enroll the child in a private school outside the district, will, with parent permission transfer the record to the district where the private school is located.
 - c) On an annual basis, contact the parents to remind them of the offer of FAPE.

B. District Guidelines for Services

Each district in the Ventura County SELPA shall spend a proportionate share of federal funds to provide special education and related services to children with disabilities in private schools as to those spent on children in public schools. These funds may not be used for repair, remodeling or construction of private school facilities. Annually the SELPA Assistant Superintendent shall inform each district of the amount of federal special education dollars to be spent on private school students, based on December 1 pupil count.

Each district that has private schools located within its boundaries in the Ventura County SELPA shall develop guidelines regarding the special education and related services to be provided to special education eligible students in private schools. Such decisions shall be made after consulting in a timely and meaningful way with representatives of private school(s) within their boundaries and shall include:

1. Which eligible children may receive services
2. Types of services to be provided (including direct and alternative methods of service delivery)
3. How, where, and by whom the services will be provided

Guidelines will be forwarded to the SELPA. SELPA will make a compilation of all guidelines available to all districts within the SELPA.

C. Initial Individualized Education Program (IEP) Team Meeting

When all assessment is completed, the DOR shall convene the Initial IEP team meeting within 60 calendar days, excluding school holidays in excess of 5 days, of receipt of the signed Assessment Plan. Representatives of private schools will be invited, with parent permission.

If the IEP team determines that the student is eligible for special education services, the IEP team shall develop an appropriate IEP for the student, which serves as an offer of FAPE in accordance with federal and state laws and regulations. Such offer shall be recorded on appropriate IEP forms.

If the parent agrees that the IEP would be the appropriate program if the child were enrolled in the public school, the parent initials “yes” to all statements and signs the IEP. If the parent wants to continue to enroll the child in the private school, the “Private School” box will be checked.

If the private school is located with the DOR an Individual Services Plan (ISP) may be developed at the conclusion of the IEP meeting. If the private school is not located in the DOR, parents will be given information about how to contact the district where the Private School is located.

D. Eligible, no Individual Services Plan (ISP)

The school district where the private school is located may choose not to offer an ISP if the child’s needs do not fit into the district’s guidelines or if the federal funds have been already been expended for that school year. In addition, a parent may decline an ISP. In either case, the student will remain active in SIRAS for the DOR with the Plan Type 70 (eligible, no IEP, parent placed in private school). The student’s status will continue to remain active for a three year period after the IEP meeting.

The DOR is not obligated to conduct a triennial review for students without ISPs. At the end of the three year period, the student can be made inactive. The DOR should send the Notice to Parents of Special Education Eligible Private School Students to all Plan Type 70 students at the beginning of each school year. *(See Appendix B.)*

E. Individual Services Plan (ISP)

If an ISP is developed, it will be developed by the district in which the private school is located. If a private school is outside of the DOR, the district where the private school is located will become the District of Service (DOS). The ISP by the DOS will note services provided according to DOS guidelines. The DOS will contact the DOR and request transfer of the student’s SIRAS record. The student will be active in SIRAS in the DOS with a Plan Type 20 (ISP). *(See Sample ISP Template which can be adapted for district use in Appdendix C.)*

If the DOS initially declined to offer an ISP it may choose to offer an ISP to a student in a new school year, as DOS guidelines change or federal funds become available. In this case, the DOS would need to request the record from the DOR if different than the DOS, as above.

Students with a Plan Type 20 will be used to generate the DOS's number of ISP students in figuring the annual private school proportional share of funds.

A representative of the private school will be invited to attend the ISP meeting with parent permission. If the representative of the private school cannot attend the meeting, the district special education case manager will consult with the private school representative by other methods such as sending a copy of the ISP (with parent permission) and/or individual or conference calls.

The services provided pursuant to an ISP may be provided at a private school, including a religious school, to the extent consistent with law. Services must be provided by personnel meeting the same standards as personnel providing the services in public schools. These personnel shall be employees of the district or contractors of the district. However, the Ventura County SELPA and/or the district shall not use federal special education funds to finance the existing level of instruction in a private school or to otherwise benefit the private school or the general needs of other students enrolled in the private schools.

If necessary for the child to benefit from or participate in the services provided pursuant to the ISP, a private school child with a disability must be provided transportation to/from the service location. However, districts are not required to provide transportation from home to the private school. The cost of the transportation may be included in calculating whether the district has met the obligation to spend a proportionate share of federal funds on providing special education and related services to private school children with disabilities eligible for special education services as it spends on its children enrolled in public schools.

Any specialized equipment provided to benefit private school children with disabilities shall remain the property of the district and must be able to be removed without remodeling the private school facility. It shall be returned to the district when no longer required by the child, the child is no longer enrolled in the private school, or removal is necessary to avoid unauthorized use.

Once the ISP has been signed the CASEMIS clerk will enter the dates onto the MIS Summary page. If any special education and related services are specified on the plan they must be entered into Table B on the MIS Summary. If there are no specific services listed, the CASEMIS clerk should enter "Other Special Education Services" (900). The services listed from the IEP should be removed.

F. Review

1. Annual – The ISP will be reviewed annually by the DOS. A representative of the private school will be invited to participate in the meeting. If three documented attempts to schedule a meeting with the parents are unsuccessful, the ISP review will be held without them. A copy of the new ISP will be sent to the parent and the ISP implemented unless parent declines in writing. A copy will also be sent to the private school, unless the parent indicates otherwise. Appropriate updates to Private School services will be made in CASEMIS.
2. Reevaluation/Triennial – An assessment to determine eligibility and instructional needs of each private school student with an ISP must be conducted every 3 years by the DOR. If the private school is not located in the DOR, the DOS should transfer the record back to the DOR at least 90 days prior to the triennial due date so the district can assess, hold an IEP meeting and make a new offer of FAPE (if eligible) within the timelines.

G. Due Process and Complaints

Parents will be informed that as long as they continue to place their child in a private school their rights for due process are limited.

A school district is NOT required to pay for the cost of educating a child with a disability at a private school (including special education and related services) if the school district made FAPE available to the child and the parents voluntarily elected to place the child in a private school. No parentally placed private school child with a disability has an individual right to receive some or all of the special education and related services that he/she would receive if enrolled in a public school.

Disputes regarding whether a school district made FAPE available to the child via the IEP, as well as disputes about identification and evaluation of parentally-placed private school children with disabilities, may be resolved pursuant to due process procedures specified in the “Parent Rights for Special Education.”

Due process procedures DO NOT apply to disputes regarding provision of services specified in the ISP.

Parents have the right to file a complaint alleging a violation by the SELPA or district in implementation of state or federal law on any other issue, according to complaint procedures specified in the “Parent Rights for Special Education.”

Private Schools may submit a complaint to California Department of Education if they believe that the district did not:

- Engage in meaningful and timely consultation.
- Give due consideration to the view of the private school official.

Appendices

APPENDIX A

Date

Dear Private School Administrators:

On _____, the _____ District held a meeting to discuss the special education service needs of parentally placed private school students with disabilities. All private school representatives/administrators were invited to attend. At this meeting the following were discussed:

- 1) Child Find for Special Education eligible students
- 2) Special Education assessment process
- 3) Individualized Service Plans and process
- 4) Our district's private school guidelines

Attendees were given the opportunity to ask questions and give input about services and supports they would like to see made available to Special Education eligible private school students.

Please return the enclosed Private School Affirmation of Consultation form to the _____, at your earliest convenience.

Thank you,

APPENDIX A

**PRIVATE SCHOOL AFFIRMATION OF CONSULTATION WITH _____
_____ DISTRICT SPECIAL EDUCATION DEPARTMENT**

Please check the appropriate box:

- I or my designee was able to attend and participate in the meeting.
- I or my designee was unable to attend
- I or my designee was unable to attend, and would like to schedule a follow-up meeting
- I or my designee was unable to attend, but will send written input

Name: _____ Phone: _____

School Name: _____

I affirm that the _____ Private School has been given the opportunity for timely and meaningful consultation with the public schools regarding services to children with disabilities in private schools.

Name and Title of Representative of Private School

Date

Signature of Representative of Private School

Date

Please return this form to _____,
attention: _____

APPENDIX B



VENTURA COUNTY SELPA
INDIVIDUAL SERVICES PLAN (ISP)
FOR PARENTALLY – PLACED PRIVATE SCHOOL STUDENT

STUDENT NAME: _____
District of Residence: _____
Home School: _____
District of Service (where private school is located) _____
Name of Private School: _____

Meeting Purpose: _____ Dates: _____
____ Initial Service Plan Meeting Date: _____ Next Review Date: _____
____ Review Implementation Date: _____ Next Triennial Date: _____
____ Triennial/Reevaluation

DOB: _____ Age: _____ Gender: _____ Current Teacher: _____
Parent/Guardian: _____ Contact Information: _____
Address: _____ Eligibility: _____
Ethnicity: Hispanic Yes/No _____
Home Phone: _____ Race: _____
Work Phone: _____ English Language Status:
E-mail: _____ EO IFEP EL RFEP
Primary Language: _____

Health Information:
Vision: _____ Hearing: _____ Medication: _____

Parent/Student Concerns:

Summary of Current Educational Performance/Assessment:
Strengths: _____

Needs: _____

Describe how the disability affects his/her involvement in the general education curriculum. _____

Accommodations suggested for the general education program: _____

APPENDIX B

The _____ district will make the following services/supports/resources available during the _____ school year:

Consultation. Area(s) _____

Contact _____ at (phone/e-mail) _____ to request.

Staff Development. Topics: _____

Contact _____ at (phone/e-mail) _____ to request.

Other: _____

It is the responsibility of the private school to contact the district of residence to access these services.

This plan will be implemented as written unless parent declines services.

Signatures of Those in Attendance:	
Representative of the School District where Private School is located:	
Name: _____	Title: _____
Representative of Private School:	
Name: _____	Title: _____
If Private School representative did not attend, specify how input was obtained: <input type="checkbox"/> telephone <input type="checkbox"/> writing.	
Other:	
Name: _____	Title: _____
_____ I understand that my child is eligible for special education services and that an IEP will be implemented upon enrollment in public school. I will contact the administrator of the school district in which we live if I decide to enroll my child in public school.	
_____ I decline any services at this time.	
_____ Signature of Parent/Guardian/Authorized Representative	_____ Date

NOTICE TO PARENTS OF SPECIAL EDUCATION ELIGIBLE PRIVATE SCHOOL STUDENTS
--

APPENDIX C

VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

Ongoing Offer of Free, Appropriate, Public Education

Date _____

Student Name _____ D.O.B. _____

Dear Parents:

On (date) _____ an IEP meeting was held for your son/daughter. At the meeting your child was determined to be eligible for special education services and an IEP was developed to address his/her needs. As you indicated that your child will attend a private school, these services will not be provided at this time.

The district is not aware that your child is receiving services through an Individual Services Plan (ISP). If you have questions about ISPs for Private School Students, please do not hesitate to call.

This is to inform you that if at any time you wish your child to receive the special education services specified in the IEP, they will be made available if you enroll your child into the public school, up to three years after the IEP meeting date above. You will receive this notice annually for the two years. After that, if your child does not receive any services via either an IEP or ISP, the district will consider him or her "inactive."

If you have questions about this, please do not hesitate to contact me at the number below.

Name: _____

Title: _____

Phone: () _____

 First year notice Second year notice

Copy to: <input type="checkbox"/> District Office <input type="checkbox"/> General Education/Cumulative File <input type="checkbox"/> Case Manager <input type="checkbox"/> Parent/Adult Student

For more information about special education and your rights, please contact your district Special Education Office or visit the SELPA website at

Guidelines and Procedures for Services to Special Education Students in the Juvenile Justice Facility

Overview

Youth who are incarcerated in the Juvenile Justice facility, whether through detention or commitment, will be educated at the Providence School, which is operated by the Ventura County Office of Education (VCOE). Providence School is a small school serving primarily high school students and a few middle school students.

Class size at Providence never exceeds 15 students. Students are placed in classes according to the unit on which they are living. Unit placement is determined by the Probation Department, and unit placement may frequently change. This means that students may change teachers frequently.

Because of the highly transient population at Providence and the special nature of the school, the General Education teachers at Providence are trained and skilled in differentiation of instruction. Because many of the students attending Providence are behind grade level, the instruction is designed to be accessible to special populations. Providence School offers a full curriculum toward attainment of a high school diploma. Some students may actually graduate with a diploma from the VCOE, others will return to district and graduate there.

The Ventura County SELPA provides Special Education teachers and paraeducators at Providence to provide services to students with IEPs. There is flexibility in the way that the Special Education staff are utilized, based on the census of the day or week. In addition, there is a great deal of support provided at the school by Ventura County Behavioral Health as well as the Probation Department.

The Ventura County SELPA is committed to maintaining close communication between Providence School staff and the home school and district as much as possible. Because placement into Juvenile Facilities is not an educational placement, the district of residence will remain the same during the time the student is incarcerated. This means that the district of residence must remain in close contact with Providence staff regarding the student's progress and service needs.

Because Providence is a highly specialized school with very small class size, many Special Education students will be able to get their special needs met with a reduction of number of minutes of service that is required on a comprehensive high school campus. Other students will continue to need a great deal of specialized attention.

It is our goal that the home school/district and Providence School staff collaborate together to write an IEP that will describe services that are needed while the student is at Providence, as well as those that will be required upon return to home school district. The following guidelines were developed to address that goal.

Procedures

When students come into Providence the first time, and staff become aware during intake that they have an IEP, the VCOE Administrative Assistant for Court and Community Schools will locate the IEP in the IEP software (SESP), contact the district of residence and ask that Providence staff be put on as a Service Provider. District of Residence will remain the same, and the Case Manager from the district of residence will remain the Case Manager. Providence staff will have access to all four SESP servers so that they can access IEPs of students from all sending districts.

Once the level of service in the IEP has been reviewed, the Providence staff in collaboration with the district Case Manager or other representative of the home district will determine if the level of service is appropriate for the type of school and staffing at Providence. If the level of service as indicated in the IEP will be fulfilled, no changes to the IEP will be made.

If it is determined that the student's Special Education goals and services can be met with a different level of service while at Providence, either an Administrative Amendment or IEP Addendum will be developed. Rationale for completing an IEP Addendum rather than an Amendment would be whether or not there will be a substantive change to the IEP. An example of a substantive change would be a student going from a self-contained special education classroom or non-public school to a small group general education classroom at Providence.

The Administrative Amendment/Addendum will note any changes to the level of the service that the student will receive while at Providence. The Administrative Amendment/Addendum will specify that once the student returns to district, the services will revert to the original IEP, if appropriate. If the student returns to Providence at a later date, the Administrative Amendment or Addendum will stand as long as there has not been a review of the original IEP.

The Administrative Amendment will be completed within 2 weeks of receipt of the most recent signed IEP, and sent to the parent for signature. If necessary, Probation staff will be asked to assist in getting the parent signature.

If an Addendum will be developed, Providence staff will arrange for the Addendum meeting to include the district Case Manager. If there are any required IEP team members to be excused from the Addendum meeting, a "Team Member Excusal" form will be completed prior to the meeting. This will be completed within 30 days of receipt of the most recent signed IEP.

At the end of each Providence school quarter, IEP progress reports will be completed for all Special Education students who have been at Providence at least one month. Providence staff will enter progress report data into the SESP software and send the report to parents and Case Manager.

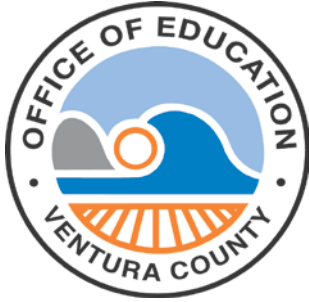
IEP Annual Reviews required for students at Providence will be scheduled by the Providence Staff with district of residence staff in attendance. Providence staff will provide information on progress toward goals. The IEP will stipulate the services the student will receive while attending Providence as well as the services he or she will receive upon return to district.

The School Psychologist assigned to Providence School is responsible for completion of the triennial evaluation if the student is enrolled at Providence School at the time it is due. The School Psychologist will collaborate with parents, a representative from the home school district, and Providence staff when determining the need for new assessment for a triennial evaluation. If determined appropriate, the School Psychologist will begin any new assessment. It may also be determined that it is appropriate to summarize existing sources of data in order to conduct the Triennial Review meeting.

If the student is enrolled at Providence School, the Triennial Review meeting will be scheduled by Providence staff and a representative from the home school district will be in attendance. The School Psychologist will present the findings in the form of either an Assessment Report or Triennial Review Summary, and Providence staff will provide information on progress towards goals and present levels of performance in order to develop the new IEP. If the student withdraws from Providence School prior to the Triennial Review meeting, the School Psychologist assigned to Providence School will contact a representative from the home school district and share any preliminary results from the re-evaluation.

The Case Manager from the home school will remain the Case Manager during the period of detention. If a student is adjudicated and receives a sentence for a term of three months or longer, the Providence Staff will assume Case Manager duties at that time, to be noted on an Administrative Amendment.

As the student is preparing to transition out of Providence, the home district and Providence staff will collaborate regarding exit from Providence. The **Release from Providence Form** will be sent to the representative of the district. If Gateway School is under consideration, an IEP will be held either at Providence, if the student is still enrolled at Providence, or at the home district if the student has been released.



Notification of Release from Providence

To: Director of Special Education –
CASEMIS Clerk

From: Providence School

Student Name:

Date of Birth:

Release Date:

Previous School:

Comments: _____

Please contact Debbie Lopez at 805.383.1921 for CASEMIS questions and Suzanne Reed at 805.981.5805 for questions regarding student.

Ventura County SELPA

Policy: Referral Process for Special Education Students to Gateway Community Schools

Approved: Superintendents' Policy Council - Approved May 23, 2014

Education Code Section 1981 states that the county board of education may enroll pupils in a community school program who meet any of the following criteria:

1. Are expelled from a school district for any reason;
2. Upon the recommendation of a school attendance review board; or by the school district of attendance, upon the request of a pupil's parent/guardian, with the approval of the school district of attendance;
3. On probation or parole and not in attendance in any school;
4. Are considered to be homeless

Gateway Enrollment

Gateway School shall serve eligible sixth through twelfth grade special education students when staff has determined that the goals and objectives written on the student's Individualized Education Program (IEP) can be addressed at Gateway.

Related Services

It shall be the responsibility of the district of residence to fund/provide related services stipulated on a student's IEP if those services are not available at Gateway School, (i.e special circumstance paraprofessional, home instruction.)

Independent Study

Education code section 51745(c) states that independent study cannot be used unless it is stipulated in the student's IEP.

Home Instruction

CCR section 3051.4 states that a student can be placed on home instruction through an IEP team decision. If a student is placed on home instruction, student will be dis-enrolled from Gateway and re-enrolled in District of Residence (DOR) during the interim period of home instruction.

Referral

Member districts of the Ventura County SELPA shall follow the steps outlined below when referring a special education student to Gateway Community Schools.

1. District contacts Gateway staff representative to arrange an IEP meeting to discuss school placement and services
2. A complete referral packet will be submitted to Gateway. The referral packet shall include:
 - a. A completed Referral Recommendation Form signed by the parent/guardian, student and representative from district of residence. If the student is homeless, a district staff person authorized to determine residence shall sign the referral recommendation form.
 - b. A completed Release of Information signed by the parent/guardian.
 - c. For non-expelled students, a completed Inter-district Referral form signed by the parent/guardian
 - d. The most current IEP. If at the most recent triennial review new assessment was not administered, attach copy of Triennial Review Worksheet/letter and Summary of Review.
 - e. The most recent Psychoeducational Assessment reports. If applicable, the Manifestation Determination Review Worksheet.
 - f. The Behavioral Analysis Review Worksheet (BARW) or a Functional Behavior Assessment (FBA) should be completed for students exhibiting primarily externalizing behaviors with a resulting Comprehensive Behavior Intervention Plan (CBIP) or Positive Behavior Intervention Plan (PBIP).
 - g. For students with primarily internalizing symptoms, a completed BARW. A CBIP or PBIP could be included as a result of the worksheet.
 - h. For students with social-emotional needs, social-emotional goal(s) as necessary. Other psychological, medical and educational and behavioral records, including all standardized required Statewide assessments (CAASPP, CELDT, CAHSEE,)
 - i. A summary of any district interventions that have been tried and why they were not successful.
 - j. The name, phone and e-mail of the district's designated special education contact person.
3. Gateway staff shall notify the referring school district within two days, by phone or e-mail, if the referral packet is not complete and provide the referring district a list of the missing information that needs to be submitted.
4. Once a completed packet has been received, the referring school district shall be notified within five working days if the Gateway staff does not believe that Gateway is the appropriate setting for the student. A written explanation for the decision will be provided.
5. If the student's IEP stipulates services or materials not available on the Gateway campus, it shall be the responsibility of the referring district to provide and or fund the identified services and materials (i.e. SCP, Level 1 transportation).

6. IEP Placement meeting will be held to discuss service and programs. When developing the IEP for new placement, include the Worksheet for Specialized Out of District Program for non-expelled referrals. District of Service will be changed in SIRAS.
7. Once the student has been accepted, parent is invited to an orientation meeting at Gateway. Gateway staff will notify district if the parent misses two enrollment appointments and will determine next steps.
8. Once the parent participates in the orientation meeting, student begins school on the following day. Student will attend transition support classes during their first week of school. Special education services will be provided during this time.

Appeal Process

1. The district of residence shall have the option to challenge the denial of enrollment.
2. Within five days of the denial of enrollment the district of residence shall request a review meeting with the Ventura County Office of Education Student Services Division administration. If the meeting between the representative of the referring district and the Student Services administration does not end in consensus, the referring school district shall have the right to appeal to the Ventura County Office of Education administration.
3. The referring school district representative and the representative of Gateway School shall meet with the Ventura County Office of Education to resolve the dispute.
4. The Gateway School representative shall present documentation and a rationale as to why Gateway school is not the appropriate educational placement option for the student and the referring district shall have the opportunity to present evidence as to why Gateway is the appropriate placement.
5. The Ventura County Office of Education Superintendent or Designee shall hear all relevant evidence and render a final decision within seven calendar days.

Initial/Annual/Triennial Evaluations

Any SST recommended or parent requested special education initial assessment must be completed with final determination as to whether the student is eligible for services prior to student being referred to Gateway.

If a triennial evaluation is due within 90 days of the student enrollment in Gateway, the referring district is responsible for completing the assessment.

If a triennial evaluation is due beyond 90 days of the student enrollment in Gateway, the Ventura County Office of Education is responsible for completing the assessment.

For annual IEPs due within 30 days of entering Gateway or returning to district, every effort will be made to hold the annual IEPs within the timeline.

Student Return to District

District will be provided with a 30 day notice (unless it is an emergency situation) by Gateway Staff if student is being considered for return to district.

When considering returning a Special Education student to district, Gateway and district of residence will agree on an appropriate date and time to convene an IEP meeting. Special Education Students may be returned to the district of residence if determined by the IEP team for the following examples:

Expelled Students:

1. The student has met the terms of the expulsion and rehabilitation plan.
2. The student has exhibited severe behavioral or attendance issues and Gateway interventions are not successful. IEP meeting will be scheduled to discuss areas of concern.
3. The student has committed an expellable offense while enrolled at Gateway (*EC 48915 (c)*). Manifest Determination meeting will be scheduled through the student's district of residence. District of residence will continue with the expulsion procedures/process.
4. Student has attended Gateway one semester past return to district date and is not showing significant progress. An IEP meeting will be held with home district to discuss matter and facilitate return of student. Student will only be returned to district at start of semester if IEP team is in agreement.

Non-Expelled Students:

1. The student has completed middle school and is transitioning to high school. IEP meeting will be held to discuss progress and possible placement recommendations.
2. The student has completed a full semester at Gateway and is being recommended for possible return to district by Gateway team. This recommendation may be made if the student has passed all classes with a C or above *and* behavior or attendance issues have been decreased by at least 50%. IEP meeting will be schedule to discuss recommendations.
3. The student's educational needs as defined in the IEP are not being met. IEP meeting will be scheduled to discuss areas of need.

4. The student has exhibited severe behavioral or attendance issues and Gateway interventions are not working. IEP meeting will be scheduled to discuss areas of concern.
5. The student has committed an expellable offense while enrolled at Gateway (*EC 48915 (c)*). Manifestation Determination meeting will be scheduled through the student's district of residence. District of residence will continue with the expulsion procedures/process.

Referral Process for Providence Students

When a student has been enrolled in Providence an IEP must be held prior to referring to Gateway Community School. If the student has been committed to Juvenile Hall, Gateway will be responsible for the IEP. However, if the student has only been detained, the student's home school/district is responsible for the IEP.



Worksheet for Determination of Special Education Responsibility for Students Considered Homeless

The following Special Education student is considered eligible as a homeless student under the McKinney-Vento Homeless Assistance Act 20 U.S.C. 11431 et seq, and the Individuals with Disabilities Education Act CFR 300.19.

A student receiving Special Education who is homeless must remain in the school of origin, unless it is not feasible or against the parent/guardian's wishes. 20 USC 1412 (a)(11) (A)(iii); 34 CFR 300.149(a)(3).

Name of Student: _____ Birth date: _____

Parent/Guardian/Surrogate name: _____

School District in which student resided before becoming homeless (District of Origin):

School District in which student currently resides (District of Geographic Residence): _____

Student's current educational placement: _____ District: _____

Is it feasible for the student to remain in the current placement? ___yes ___no

The following persons communicated to consider the student's needs:

In Person By phone E-mail Other _____

Student (if appropriate): _____

Parent/Guardian/Surrogate: _____

Social Worker: _____

Representative of District of Origin: _____

Representative of District of Residence: _____

Parent/Guardian/Surrogate/Adult Student indicated the preference for student to:

___ Continue in current placement

___ Attend program in District of Geographic Residence



Ventura County Special Education Local Plan Area

5100 Adolfo Road, Camarillo, CA 93012

(805) 437-1560 FAX (805) 437-1599

www.venturacountyselpa.com

Mary E. Samples, Assistant Superintendent

Appendix 5-G

Appendix 5-F

Note:

The District of Origin continues to be the District of Special Education Responsibility if the student will remain in the current placement through the duration of the academic year in which the family becomes permanently housed. This includes students placed by the IEP team in a program not provided by the District of Origin (ie, NonPublic School, SELPA Interdistrict program, Residential Treatment Center, or County Office of Education program).

The District of Geographic Residence will become the District of Special Education Responsibility as of the date of this meeting if it is determined that the student will attend a program in that district, and will continue to be the District of Special Education Responsibility until the student moves through the end of the academic year the family becomes permanently housed.

If the student will continue to attend school in the District of Origin, how is transportation to be provided:

**Which district will pay for transportation? _____
(only required until family becomes permanently housed)**

REFERRAL PROCESS TO PHOENIX

Appropriate Referrals:

- Student meets eligibility criteria as a special education student. In most cases, eligibility will be as a student with Emotional Disturbance, or if another disability, there must be clear documented history of significant emotional issues impacting educational performance. Must have a DSM diagnosis.
- The ability to benefit from a program which includes a behavioral approach combined with intensive individual and group therapy.
- Student is already receiving Intensive Social/Emotional Services (ISES), (at least three months) with an Intensive School-Based Therapist (ISBT).*
*In rare circumstances, the IEP team may determine that ISES are clearly inappropriate and services will have been provided for less than three months. Or, in instances of out of SELPA or out of state transfer, this may not apply.
- A Functional Analysis Assessment or Functional Behavioral Assessment should have been completed, with a resulting Behavior Plan (BIP or PBSP).

A Complete Referral Packet Requires the Following:

- Phoenix Referral form (Background Information) – use your ISBT to assist in completing the referral
- Consent for Parent Release of Information Form (VCOE or District)
- Most recent IEP and addendums (if any) to that IEP
- At least three months Progress Reports relevant to the social/emotional or behavioral goals
- Most recent Psychoeducational Assessment Report, including assessment findings from the ISBT (if placement is made within 3 months of the Triennial due date, the referring district must complete the assessment).
- Any current OT, PT, Speech Therapy, and/or medical reports
- For students with externalizing maladaptive behaviors, Functional Analysis Assessment or Functional Behavioral Analysis, with Behavioral Intervention Plan or Positive Behavior Support Plan
- Transcript (including CAHSEE and STAR [including CELDT, if applicable] testing results). Must be updated to include any credits received in residential placement.
- Most recent report card.

There are three Phoenix School locations. Two sites in Camarillo serve students K-12. One site in Moorpark serves students grades 2-8. However all referral packets will be sent to Phoenix (attention Regina Reed) at:

Phoenix School, 500 Airport Way, Camarillo, CA 93010
805-437-1400 Or FAX to: 805-437-1492

Once a complete referral packet is received a Case Conference will be set up within 2 weeks.

Case Conference

The case conference will include the following: current district teacher and ISBT (required), referring district representative and Phoenix school staff.

The following information will be discussed at the case conference:

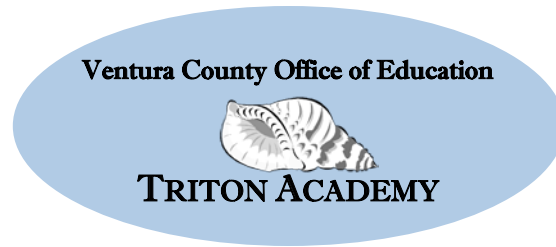
- Student's strengths (both academic and psychological).
- Areas of need (both academic and psychological).
- Current medications; including those which are taken at school.
- Previous school placements.
- What motivates this student?
- What is the IEP team expecting in terms of ISES services?
- Are there any particular "triggers" that we should be aware of? Any dangerous behaviors?
- How will the student benefit from a Phoenix program?
- What will success look like for this student?
- What coping strategies and skills does the student need to show in order to return to district?
- What program options are available for student upon successful return to district?

After the case conference, the Phoenix staff will notify the referring district within two days regarding their recommendation about the appropriateness of a Phoenix placement for this student. If the referring district disagrees with the outcome, a meeting (can be a phone conference) will be held with the administrative staff of the Phoenix school. If the parties are unable to resolve the disagreement, the SELPA Assistant Superintendent will be consulted to assist in resolution.

If it is agreed that Phoenix is an appropriate option for the IEP team to consider for the student, the referring district staff will set up a parent/student tour of Phoenix at possible Phoenix site (in conjunction with Phoenix staff). An IEP meeting will be chaired by the referring district (at the appropriate Phoenix site) to discuss the placement.

If the team agrees to Phoenix placement, the parent will be given the enrollment packet.

The IEP will note the placement at Phoenix, needed transportation, and implementation date. The referring district will be responsible for initiating the IEP paperwork and entering it into the IEP software. Referring district will collaborate with Phoenix staff and ISBT to develop draft goals. A new Student Information and Services page will need to be generated as this IEP will be a change of placement. However, if the current goals are appropriate, they can be adopted. The annual review date can be adjusted to reflect the review of the goals (shortened timeline) or the annual goal date can be extended to reflect the one year annual review date. The form "Specialized out of District Placement" is completed and attached.



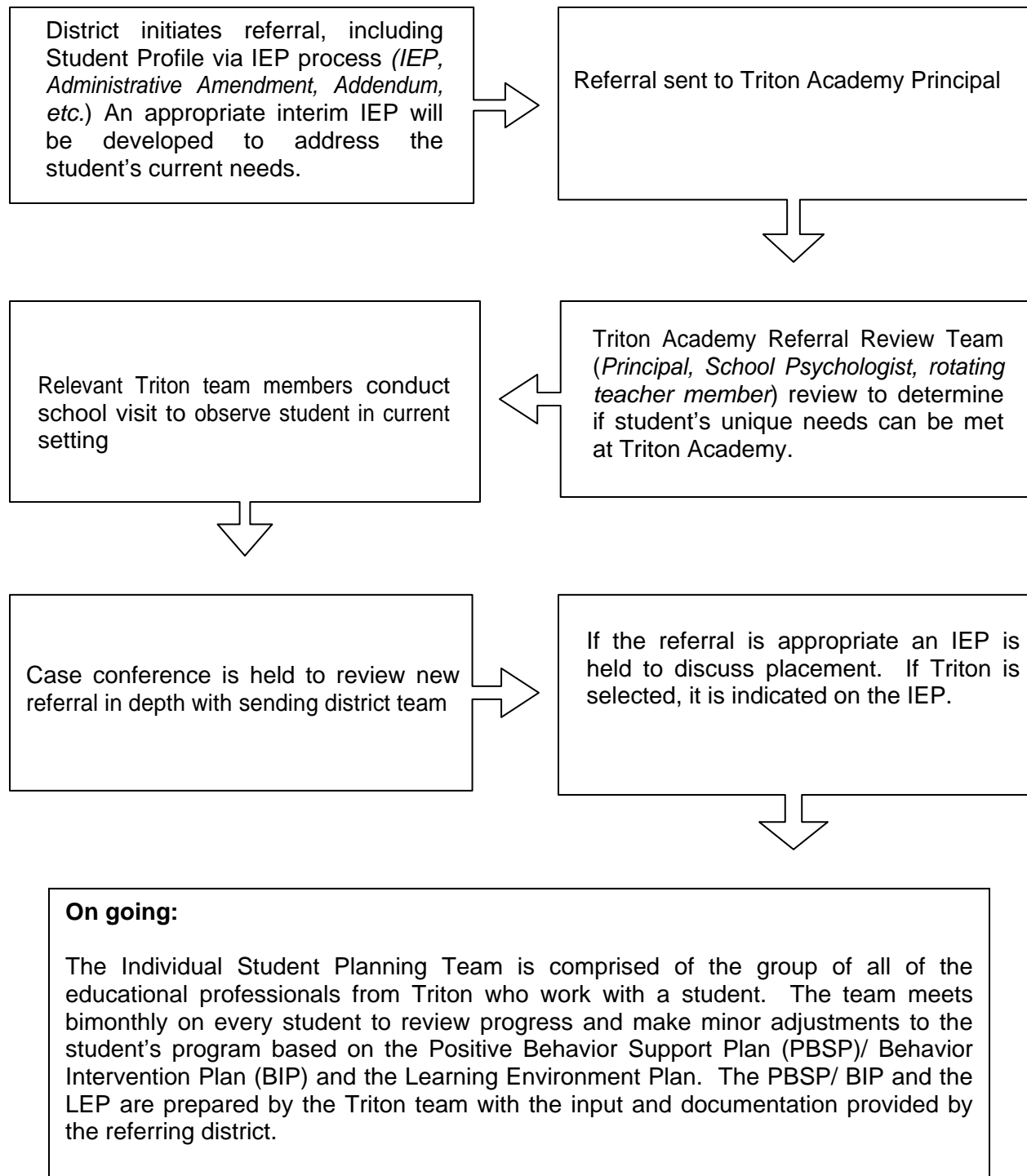
REFERRAL REQUIREMENTS

Referral Information to be provided by the school district of residence:

- Cover letter describing student, summarizing reason for the referral and a listing of recent educational placement and services that have been previously provided in an attempt to maintain student in his/her district of residence.
- Special education intra-district referral form with consent to release information, to Ventura County Office of Education.
- Most recent IEP.
- Copy of completed Learning Environment Plan.
- Most recent psycho-educational assessment.
- Any other pertinent data such as hospital/medical and other agency reports.
- Current PBSP or BIP with supporting behavioral assessments (FBA/FAA).

REFERRAL PROCESS

for
Triton Academy



**Triton Academy
Student Profile
CAPA/CMA level**

Date:

District:

Student Name:

Grade:

Date of Birth:

1. Check Appropriate:

CAPA level 3	<input type="checkbox"/>	CAPA level 4	<input type="checkbox"/>	CAPA level 5	<input type="checkbox"/>	CMA	<input type="checkbox"/>
--------------	--------------------------	--------------	--------------------------	--------------	--------------------------	-----	--------------------------

2. Current Placement:

3. Current IEP Services:

4. Client of TCRC:

Yes

No

5. Please describe significant current behaviors, including intensity, frequency, and duration:

6. Please describe necessary interventions to support positive behavior. Does the student have a behavior plan? If so, what type?

7. Please describe any significant self-help needs as they impact school participation:

8. Please describe any significant sensory concerns as they impact school participation:

9. Please briefly describe student's current academic level and what curriculum is being used/modified (i.e. Houghton Mifflin, Touch Math, Handwriting Without Tears):

10. Please provide any additional information to help us get to know this student:

**Triton Academy
Student Profile
Diploma Level**

Date:

District:

Student Name:

Grade:

Date of Birth:

1. Performance level (i.e. Advanced, proficient) on the CST 20-

Language Arts	
Math	

If applicable, performance on the CAHSEE

Language Arts	
Math	

2. Current Placement:

3. Current Services:

4. List of current courses:

Math		Foreign Language	
ELA		Elective/Work Study	
Science		PE	
History			

5. List of intended courses for 20- academic year:

Math		Foreign Language	
ELA		Elective/Work Study	
Science		PE	
History			

6. Current number of high school credits passed:

7. Check Appropriate:

FAA		FBA		BIP		PBSP	
-----	--	-----	--	-----	--	------	--

8. Please describe significant current behaviors, including intensity, frequency, duration:

9. Please describe necessary interventions to support positive behavior:

10. Please describe any significant self-help needs as they impact school participation:

11. Please describe any significant sensory concerns as they impact school participation:

12. Please provide any additional information to help us get to know this student:

Learning Environment Plan

The Learning Environment Plan is created by a student's Individual Student Planning Team. It outlines important individual learning characteristics in the following areas. Please complete the following with as much detail as possible:

Primary and secondary methods of communication (i.e., oral, PECS, ASL, ext.)

List the child's areas of interest :

Reinforcement systems (please include timing, frequency, and items or activities which are reinforcing to the student)

Non-preferred activities / objects / sensations

Sensory input schedule: frequency, duration, type of input, method of input

List the child's sensory seeking behaviors

List the child's sensory avoidant behaviors

Methods of presentation of the curriculum (please check all that apply)

- Visual
- Auditory
- Work systems
- DTT
- PRT
- Group or individual
- Length of attention span
- Duration of independent work

Type of schedule (inc. examples)

Ventura County Special Education Local Plan Area - SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2015



SECTION 6 SOCIAL/EMOTIONAL & BEHAVIORAL SUPPORTS

- SECTION 1 – GOVERNANCE
- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- SECTION 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
- SECTION 5 – ALTERNATIVE PLACEMENT
- SECTION 6 – SOCIAL/EMOTIONAL BEHAVIOR SUPPORTS**
- SECTION 7 – EARLY CHILDHOOD
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET
- SECTION 10 – PARENT INVOLVEMENT
- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are Local Plan Policy.**

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I. Introduction/Philosophy

The Ventura County SELPA promotes Positive Behavior Support (PBS) which is a philosophical viewpoint for addressing problematic behaviors in students.

The basic tenets to PBS are:

- All behavior communicates something for the student (a want or need).
- There are many accommodations to the school environment that can be made to reduce the incidence of (and need for) non-desired behaviors.
- If we intervene only after the misbehavior occurs, we will not make a lasting change in the behavior, as it may only be temporarily suppressed.
- We must teach students new, appropriate ways to communicate their wants and needs.
- Teaching new, more appropriate behaviors requires a continuous process of modeling, prompting, shaping and reinforcing-just like teaching any new skill.

The Ventura County SELPA has consistently promoted PBS as an overall construct since 1993 through its leadership, staff training, policies, forms, guidelines and published materials. The SELPA has a continuum of supports and services for addressing non-desired student behaviors **(Appendix 6-A)**.

II. Positive Behavior Interventions

There are many tools and resources developed to assist IEP Teams in planning Positive Behavior Supports. Some goals and accommodations for behavior may be addressed in the IEP. Others will include a separate plan as part of the IEP. There are two plan options:

- Positive Behavior Intervention Plan (PBIP) – **(Appendix 6-B)**
- Comprehensive Behavior Intervention Plan (CBIP) – **(Appendix 6-C)**

There are instructions for both of the plans. **(Appendix 6-D)**.

In addition there are scoring rubrics for evaluating the effectiveness of both plans. **(Appendix 6-E)**

There are two tools for conducting an analysis of the behavior:

- Behavior Analysis/Review Worksheet (BA/RW) – **(Appendix 6-F)**
- Instructions for BA/RW **(Appendix 6-G)**
- Functional Behavior Assessment (FBA) – **(Appendix 6-H)**
- Instructions for FBA – **(Appendix 6-I)**

The SELPA has established guidelines for qualification of staff who conduct FBAs and develop and implement BIPs. **(Appendix – 6-J)**

See handbook for procedures for behavior analysis and intervention **(Appendix 6-K)**

III. Applied Behavior Analysis (ABA)

The SELPA has dedicated a considerable amount of research and development into the principles of Applied Behavior Analysis, and offers information and personnel development on the principles as not only an instructional strategy but also a method for reducing or eliminating non-desired behaviors.

There is a method for special education teachers to verify their expertise in the principles of ABA. (**Appendix 6-L**)

IV. Social/Emotional Services Specialist Program

The SELPA hires Social/Emotional Services Specialists to work with local districts providing behavior consultation, training, assessment, intervention planning and follow-up. They also provide individual and group counseling. Districts may choose to utilize the Specialist via an agreement for specific hours with the SELPA, and are invoiced an hourly rate for these services. (**Appendix 6-M**)

V. Emergency Interventions

The SELPA has adopted the methods and training as outlined by the Crisis Prevention Institute for handling behavioral emergencies. The SELPA is committed to providing ongoing opportunities for training in these methods as well as refresher courses. See **Appendix 6-N** for a sample listing of NCPI Events.

The SELPA collects Behavior Emergency Reports from all schools/districts within the SELPA. (Behavior Emergency Report – **Appendix 6-O**)

VI. Suspension/Expulsion

A. Suspension

If a special education student is being considered for suspension beyond ten cumulative days in a school year, specific procedures must be followed. If the suspensions form a pattern which constitutes a change of placement, a Manifestation Determination Review must be conducted at an IEP meeting (**Appendix 6-P** Manifestation Determination Form). There is a worksheet for determining whether or not there is a pattern (**Appendix 6-Q** Determination of Pattern of Suspensions).

If the behavior subject to further suspension is considered *not to be* a manifestation of the disability, the student may be suspended beyond ten days. If it is considered *to be* a manifestation of the disability, the student may not be suspended beyond ten days.

B. Expulsion

If a special education student is being considered for expulsion, a Manifestation Determination Review must be conducted. If the Manifestation Determination Review indicates the behavior *was not a manifestation* of the disability, the district may continue with the expulsion process.

(**Appendix 6-R** “Ventura County SELPA Guidelines for the Suspension and Expulsion of Special Education Students.”)

C. Reporting to State

The SELPA will report numbers of Special Education Students suspended/expelled annually via CASEMIS.

VII. Intensive Social/Emotional Services (ISES)

The SELPA is organized into ISES Regional Councils, to address intensive social/emotional needs of students in each region. Using a variety of sources of revenue, the SELPA contracts with Ventura County Behavioral Health and one school district to provide these services. Services are provided by licensed clinical mental health professionals known as “Intensive School Based Therapists.” Services may include:

- Individual Counseling
- Counseling and Guidance (groups)
- Social Work Services
- Parent Training
- Behavior Intervention Services

Each region is allocated a portion of available revenue to cover costs of ISES services as approved by the SELPA Assistant Superintendent, based on the base number of 26.5 eligible students in the 2010-11 school year.

Any costs incurred by an individual region over that allocation will be billed to each district in the region based on their proportional share of students receiving residential treatment services.

The regional councils include:

- Ventura: Ventura Unified, Ojai Unified, Mupu, Santa Clara, Santa Paula Unified, Fillmore Unified, and Briggs school districts.
- Simi/Moorpark – Simi and Moorpark Unified school districts.
- Oxnard – Oxnard Union High School, Oxnard Elementary, Pleasant Valley, Rio, Ocean View, Hueneme, Mesa and Somis school districts.
- East – Conejo Valley, Las Virgenes and Oaks Park Unified School Districts.

Staff of the Phoenix school program also meet as an ISES Region to plan for needs and referrals, however, there will be no share of cost to districts for ISES services at Phoenix Schools.

See **Appendix 6-S**, ISES Guidelines and Forms.

VII. Phoenix School

Phoenix School is operated by the Ventura County Office of Education (VCOE) in collaboration with the SELPA in order to provide an intensive educational program to

students with emotional disturbance. The Phoenix model includes small class size and high adult to student ratio. Every student receives ISES services and is assigned to an Intensive School-Based Therapist. Phoenix Schools also have extra staff for crisis intervention and de-escalation. Phoenix students participate in an academically rigorous curriculum that prepares students for a high school diploma. See **Appendix 6-T** for Phoenix Referral Guidelines.

IX. In-Home Intensive Social/Emotional Services Program-“Collaborative Educational Services” (COEDS)

COEDS is a program for ISES eligible Special Education students who require ISES services in the home and/or community in order to meet the social/emotional goals in the IEP. COEDS is provided by a SELPA contract with *AspiraNet* and is intended to supplement ISES provided at school by addressing home behavior(s), symptoms and/or family challenges that are impacting the student’s access to his or her Special Education program. IEP teams will identify the level of COEDS services to be provided:

COEDS Option 1 is an intensive, 1:1 short term intervention which provides supports in the home and/or community to assist the **student** in meeting the goals specified in their IEP and Behavior intervention Plan. Staff: Clinician who is either licensed Social Worker or Marriage Therapist or an intern registered with the Board of Behavioral Science (BBS) (Family Case Manger), and one or more Behavioral Specialists with a bachelor’s degree in a related field (Youth Partner).

COEDS Option 2 provides intensive community-based services to ameliorate the challenges faced by the **family** which create barriers to the student’s ability to access their Special Education program. COEDS 2 provides Social Work services and Parent-to-Parent Support. Staff: Family Case Manager Trained Parent Partner.

COEDS Option 3 is intensive and may provide longer term Community Based services to **students and families**. Services include Social Work services (Family Case Manager), Behavior Intervention services (Youth Partner), and Parent-to-Parent Supports (Parent Partner).

24/7 On-Call Support Services are available if agreed upon by the IEP team, for the family to be able to access COEDS staff support outside regularly scheduled appointment times.

See **Appendix 6-U** for the COEDS Referral Cover Sheet and forms.

X. Residential Treatment Services

The IEP team will consider Residential Treatment Services for students with intensive social, emotional or behavioral needs if the IEP team feels they are necessary for the student to be able to access his or her school program. Residential treatment would be considered for student behaviors which:

- Are primarily due to social/emotional issues or symptoms and resulting in significant, ongoing difficulties in educational performance **(and/or)**
- Are presenting frequent, ongoing safety risks *at school* to self and/or others, **(and)**

-
- Are not sufficiently responsive to extensive supports and services which have been provided at school and/or home to address educational needs **(and)**
 - Require and student is likely to benefit from a comprehensive full time therapeutic setting in order to access their educational services

The IEP team would NOT consider residential placement for behaviors that primarily:

- Are related to social maladjustment or conduct disorder **(and/or)**
- Are the result of substance abuse (if any) **(and/or)**
- Are observed in the home and community but student is still able to benefit from his or her educational program **(and/or)**
- Are due to Intellectual or Developmental Disabilities which preclude the ability to benefit from a comprehensive, therapeutic setting.

A Multidisciplinary Assessment will be conducted by the district to determine if the behaviors warrant a residential placement. The team will be headed by the school psychologist from the student's district of residence, including the Intensive School Based Therapist, Special Education teacher, parents, student, and others familiar with the student. The Assessment Report would be shared at an IEP team meeting. (**See Appendix 6-V** for the Assessment Report Template) If the team determines that Residential Treatment Services are appropriate, they will be specified on the Consideration for IEP/Educationally Related Residential Treatment Services IEP page (**Appendix 6-W**). The form "Worksheet for Specialized Out of District Placement" (**Appendix 6-X**) will be completed, specifying the criteria for the student to return home, and the steps to be taken.

See **Appendix 6-Y** for Instruction for the Residential Treatment Services IEP page and **(6-Z)** for Instructions for Worksheet for Specialized Out of District Placement.

The SELPA employs two Residential Placement Consultants who work with the IEP team to locate an appropriate placement which will address the student's needs. The IEP will be reviewed at least every six months, and a Residential Placement Consultant will visit the facility and student several times per year, monitoring for the quality of the program and care, fidelity of implementation of the IEP, adherence to California State curricular standards, and the student's progress toward goals which indicate readiness to return home.



**SECTION 6
BEHAVIOR INTERFERING WITH
LEARNING
APPENDICES A-Z**

Possible options for students with challenging behaviors. Special Education staff may use any of these options to address problem behaviors. Note: There are no minimum legal requirements for “BIP”. CBIP, PBIP or any other behavior plan can be considered a BIP.

	Mild behaviors	<ul style="list-style-type: none"> - Teacher-parent contact - Change in classroom environment (seating, order of assignments) - Classroom behavior system - Behavior contract - Home/school/community log
	Behaviors interfering with learning of self or others	<p>IEP:</p> <ul style="list-style-type: none"> - Goals for redirection of behavior and/or increase of replacement behavior - Accommodations on IEP
	(Not successful) Behaviors Continue	<ul style="list-style-type: none"> - Behavior Analysis/Review Worksheet completed by classroom staff and/or family to help identify cause of behavior <p>IEP:</p> <ul style="list-style-type: none"> - Positive Behavior Intervention Plan (PBIP) - Goal(s) for reduction and/or increase of behaviors
	Behaviors Continue -or- Very disruptive behaviors -or- Manifestation Determination -or- Behavior Emergency Report as a result of a restraint (CPI techniques only) or serious property damage	<ul style="list-style-type: none"> - Assessment Plan with “Functional Behavioral Assessment” (FBA) checked - If parents request, may give Prior Written Notice if FBA not warranted, and proceed to lesser intensive step above - FBA conducted by qualified personnel: <ul style="list-style-type: none"> o School/Licensed Educational Psychologist o BCBA o Appropriately trained professional - Results shared at IEP, and may result in: <ul style="list-style-type: none"> o Changes to IEP o Goals for increase of replacement behavior and decrease of problem behavior o Comprehensive Behavior Intervention Plan (CBIP) or PBIP
	If behavior does not change	Develop a new Assessment Plan for a new FBA to collect more data about the function of the behavior
	If behavior improves	<p>Behavior Analysis/Review Worksheet completed (at least annually)</p> <ul style="list-style-type: none"> - Data collected on behavior - May go to lesser intensive interventions, such as PBIP or accommodations (above)
<p>Special rules:</p> <ol style="list-style-type: none"> 1. If behavior resulting in disciplinary action (suspension beyond ten days or expulsion) is a Manifestation of the Disability, and there is no FBA-based BIP in place, an FBA must be conducted 2. If behavior IS NOT a Manifestation of the Disability and there is no BIP in place, team must consider an FBA 3. If there is a Behavior Emergency and no FBA-Based BIP in place, IEP team meeting must be scheduled within 2 days to consider need for FBA. If there is an FBA-Based BIP in place, team members must consider the need to modify it. (no meeting required) 		

POSITIVE BEHAVIOR INTERVENTION PLAN

Ventura County SELPA

Student Name _____ D.O.B. _____ Meeting Date _____

Behavior interfering with learning (Problem Behavior): *(include frequency, duration and/or intensity as appropriate)*

Communicative function of behavior:

Escape Attention Sensory Tangible

Describe: *(include antecedents/consequences as appropriate)*

Positive/Replacement Behavior: *(serves the same function as the problem behavior – not simply the absence of the problem behavior)*

Reduction of Problem Behavior: *(note strategies, who will implement and when)*

Increase of Positive/Replacement Behavior: *(note strategies, who will implement and when)*

Reinforcement: *(note reinforcers, who will administer and when)*

Reactive Strategies: *(if problem behavior occurs):*

Personnel responsible for overseeing plan: _____

See IEP goal(s) related to this plan. Goal number(s)

Positive Behavior Intervention Plan (PBIP) Instructions

This Positive Behavior Intervention Plan is based upon research by the California Positive Environment Network of Trainers (PENT) and has been developed to support best practices.

- I. **Description of behavior interfering with learning– problem behavior–**
The problem behavior must be described in observable/measurable terms. Define the behavior in ways that are clear, specific, and observable to anyone. This means any two people would agree whether or not the behavior has occurred. If there is more than one behavior, number each behavior unless they are identified as a cluster or chain of behaviors.

- II. **Communicative function of the behavior–**
Based on FBA or team hypothesis, check the box that best summarizes the function of the problem behavior, then describe what the student is trying to obtain, protest, or avoid by using this problem behavior. All problem behavior serves a function for the student. The behavior continues because it works to meet the student’s needs in some way. Almost all problem behavior occurs because the student is trying to gain something (an object, adult attention, peer attention, a privilege, etc.) or avoid something (certain tasks, transitions, people, challenging work, embarrassment, a threat to physical or emotional safety, etc.).

NOTE: – This is extremely critical because the replacement behavior needs to **achieve the same outcome.**

- III. **Reduction of problem behavior–**
This section addresses what is going to be changed in the environment that will prevent or reduce the need for the student to use the problem behavior. This may include environmental changes in how time is structured (e.g., reduced number of transitions, decreased demands), space is organized (e.g., preferential seating, increased access to teacher), materials are selected (e.g., behavior chart, visual schedule, curricular modifications), and/or positive interactions are increased (e.g., positive to negative feedback ratio, peer tutors, assigning tasks in the classroom).

As part of this plan, indicate the frequency that interventions will be applied (avoid being general such as “as needed,” but indicate when; e.g., before a task is introduced, as student begins to get agitated); also indicate “Responsible Personnel” who are responsible for providing the interventions (be specific; do not put individual names but rather positions. Do not use general terms such as “IEP Team”, (e.g., is the teacher responsible to change the schedule, prompts, tone of instruction, materials or are paraeducators to provide interventions as well?)

- IV. **Increase of positive/replacement behavior–**
List specific strategies for teaching the positive/replacement behavior and other general positive behavior skills. These will vary depending on the behaviors you are teaching and the student. Specify the step-by-step procedures and materials you will need to teach the behaviors/skills, as well as the people who will teach them. Strategies should always be proactive and taught at planned intervals.

Indicate **frequency** (e.g., daily, before a specific activity, during counseling or speech sessions); and **responsible personnel** (staff by title, not names who will be responsible for teaching, modeling, eliciting the Positive/Replacement Behavior).

V. **Reinforcement–**

In this section, the reinforcement procedures aimed at **increasing the positive/replacement behavior** are listed. Specify:

- What positive/replacement behavior(s) you are reinforcing (e.g., asking for help instead of dropping to the floor, raising a hand for attention instead of shouting out, requesting a break instead of yelling/screaming);
- What the reinforcement is (e.g., verbal praise, social reinforcement, token, points on point sheet);
- The schedule of reinforcement (how often it is given);
- The criteria for delivering the reinforcer (what exactly the student has to do to gain access to the reinforcer);
- Responsible personnel (this could be different people, e.g., the paraeducator provides tokens on the token board, and the teacher provides a tangible reward paired with attention when a certain number of tokens are earned).

Note: Although it is important to define the reinforcement procedures aimed at decreasing the maladaptive behavior as well, it is not a requirement on the PBIP.

Elements to consider for reinforcement procedures: specific reinforcing items (tangible, activities, social reinforcement), immediacy (providing the reinforcer right after the target behavior), consistency (providing the reinforcer for each interval in which the student engaged in the positive/replacement behavior), choice (a variety of reinforcers), contingency (only given when the Positive/Replacement behavior occurs) and effectiveness.

VI. **Reactive strategies–**

Typically the first step in a reactive strategy is to prompt/remind the student to use the replacement behaviors to prevent the problem behavior from continuing or escalating. A prompt may be verbal, visual, gestural, etc. Further steps may also include: reminding the student of what they are working for, reminding of consequences to behaviors, encouraging choice-making, offering emotional or task support, etc.

Indicate the next step in case the problem behavior continues or escalates. Specify how the staff will redirect the problem behavior and/or maintain the safety of everyone, e.g., escorting the student to a safe area, redirecting to a quiet space, removing the audience, planned ignoring, call for backup from support staff, etc.

Include a plan for debriefing with staff and student after a problem behavior has occurred. Depending on the student's level of functioning, may include: a verbal dialogue, a written process, or a behavior practice session (e.g., practicing the replacement behavior, reading a social narrative, reviewing a picture sequence of the appropriate behavior steps).

- VII. **Personnel responsible for overseeing the plan–**
Specify who will be responsible for monitoring and overseeing the implementation of the plan. The personnel will be determined based upon district policy, personnel training and qualifications, team decision, case manager assignment, etc.
- VIII. **See IEP goals related to this plan: Goal Number(s)–**
There should be at least one goal to increase the Positive Replacement Behavior. Every goal must include all the elements required for IEP goals (see goal wizard or goal bank in SIRAS). Indicate the goal numbers that correlate.

Comprehensive Behavior Intervention Plan (CBIP) Instructions

This Comprehensive Behavior Intervention Plan is based upon research by the California Positive Environment Network of Trainers (PENT) and has been developed to support best practices.

Page 1:

- I. Note source(s) of data on which the plan is based. Some CBIPs will be developed without an FBA, by informal means, such as interviews or observations. Other behaviors will require a more systematic approach, and an Assessment Plan and Functional Behavior Assessment (FBA) will be developed to be able to more carefully analyze the behaviors.

- II. **Description of inappropriate behavior which interferes with learning (problem behavior – must be observable/measurable)–**
A problem behavior must be described in observable/measurable terms. Define the behavior in ways that are clear, specific, and observable to anyone. This means any two people would agree whether or not the behavior has occurred. If there is more than one behavior, number each behavior unless they are identified as a cluster or chain of behaviors.

- III. **Current frequency/intensity/duration of problem behavior–**
Indicate how much the problem behavior is currently happening. Include frequency (how often) as well as duration (how long) and intensity (how severe) if applicable. Examples of intensity for hitting with open hand (mild: brief, light touch; moderate: leaves red mark on skin; severe: requires medical attention).

- IV. **Current predictors (antecedents) for problem behavior–**
Predictors occur in the immediate environment and/or past environments. When, where, and under what conditions is the behavior most likely to occur? If there is an FBA, you can determine the predictors/antecedents from the FBA report. Predictors may include: physical setting, social setting, instructional strategies, curriculum/activities, scheduling factors (time of day, transitions), degree of participation, social interactions and/or degree of choice.

- V. **Most typical outcomes (consequences) of problem behavior–**
Consequences occur after or as a result of a problem behavior and influence the problem behavior (either increasing or decreasing it). If there is an FBA, you can determine the outcomes/consequences from the FBA report.
Consequences/outcomes for a problem behavior may include: escaping or avoiding something perceived as unpleasant in the environment (either by leaving the environment voluntarily, refusing to do something, or by being asked or forced to leave), receiving attention from peers or adults, being ridiculed by others, being verbally corrected, gaining access to a tangible, gaining access to a sensory experience, etc.

VI. IEP Team believes behavior occurs because (hypothesis of function)–

Based on FBA or team hypothesis, check the box that best summarized the function of the problem behavior, then describe what the student is trying to obtain, protest, or avoid by using this problem behavior. All problem behavior serves a function for the student. The behavior continues because it works to meet the student's needs in some way. Almost all problem behavior occurs because the individual is trying to get something (an object, adult attention, peer attention, a privilege, etc.) or avoid something (certain tasks, transitions, people, challenging work, embarrassment, a threat to physical or emotional safety, etc).

NOTE: – This is extremely critical because the replacement behavior needs to achieve the same outcome as the problem behavior.

VII. Description of the positive/replacement behavior–

Describe what student should do to gain the same outcome as the problem behavior in an acceptable way; NOT simply the absence of the problem behavior; should be something the student is capable of learning/doing).

The replacement behavior (functionally equivalent replacement behavior: FERB) is a positive alternative that allows the student to obtain the same function the problem behavior provides in a manner that is acceptable in the environment. The FERB should maximize the benefits (e.g., more positive feedback from staff or peers) and minimize the cost to the student and others in the environment (e.g., loss of instructional time).

NOTE: - The FERB must meet the same function as the problem behavior and be at least as easily performed as the problem behavior once it is learned.

VIII. Current frequency of positive/replacement behavior–

How often the student is currently using the positive replacement behavior. For some students this might not occur yet; others might be using the behavior infrequently, inappropriately, partially, in certain settings, or it might not be reinforced by staff.

Page 2:**IX. Teaching/Action Plan–**

The teaching/action plan describes the proactive interventions for the behavior plan and specific procedures and strategies for increasing the positive replacement behavior and decreasing the problem behavior. The page is divided into several sections and can be used as a staff sheet summarizing all the proactive components of the behavior plan. Interventions should include the responsible personnel and/or implementers of specific strategies.

X. Reduction of problem behavior:**A. Interventions–**

This section addresses changes in the environment that will prevent or reduce the need for the student to use the problem behavior. This may include

environmental changes in how time is structured (e.g., reduced number of transitions, decreased demands), space is organized (e.g., preferential seating, increased access to teacher), materials are selected (e.g., behavior chart, visual schedule, curricular modifications), and/or positive interactions are increased (e.g., positive to negative feedback ratio, peer tutors, assigning tasks in the classroom).

Indicate the frequency that interventions will be applied (avoid being general such as “as needed,” but indicate when; e.g., before a task is introduced, as student begins to get agitated); also indicate “Responsible Personnel” who are responsible for providing the interventions be specific; do not put general terms such as “IEP Team.” Describe who is to do what (e.g., is the teacher responsible to change the schedule, prompts, tone of instruction, materials or are paraeducators to provide interventions as well?).

B. Reinforcement–

In this section, the reinforcement procedures aimed at **reducing the problem behavior** are listed. Specify:

- What behavior(s) you are reinforcing (e.g., low rate of task refusal, participating in a recess without hitting or kicking another student)
- What the reinforcement is (e.g., verbal praise, social reinforcement, token, points on point sheet)
- The schedule of reinforcement (how often it is given)
- The criteria for delivering the reinforcer (what exactly the student has to do to gain access to the reinforcer)
- Responsible personnel (this could be different people, e.g., the teacher provides points on the point sheet, and the principal provides a daily reward when a certain number of points are earned).

Elements to consider for reinforcement procedures: specific reinforcing items (tangible, activities, social reinforcement), immediacy (providing the reinforcer right after a target behavior), consistency (providing the reinforcer for each interval of lack of or low rates of Problem Behavior), choice (a variety of reinforcers), contingency (only given when the problem behavior does not occur) and effectiveness (e.g., the reinforcer has proven to be motivating for the student).

C. Plan for fading interventions and reducing reinforcement for problem behavior–

Specify target rate(s) for reduction in the occurrence of problem behavior, including period of time in which rate will be maintained (e.g. – “no more than two times a week for three weeks”). As those rate(s) are achieved, specify changes to be made in the interventions. These could include changes to be made in the ecology (e.g., reducing number of breaks; reducing physical supports such as study carrels or separate seating; reintroducing back into group activities), instructional strategies (e.g., reintroducing more demanding tasks; less intrusive prompts; less curricular modifications; reducing number of verbal prompts); and/or reinforcement schedule (e.g., lengthening reinforcement intervals, moving toward more intrinsic reinforcement).

XI. Increase of positive/replacement behavior:

A. Interventions–

List specific strategies for teaching the positive/replacement behavior and other general positive behavior skills. These will vary depending on the behaviors you are teaching and the student. Specify the step-by-step procedures and materials you will need to teach the behaviors/skills, as well as the people who will teach them. Strategies should always be proactive and taught at planned intervals.

Indicate **frequency** (e.g., daily, before a specific activity, during counseling or speech sessions); and **responsible personnel** (staff who will be responsible for teaching, modeling, eliciting the Positive/Replacement Behavior. Do not put “IEP Team,” instead, indicate specific staff responsible for creating or procuring any needed instructional materials creating reinforcement visuals, etc).

B. Reinforcement–

In this section, the reinforcement procedures aimed at **increasing the positive/replacement behavior** are listed. Specify:

- What positive/replacement behavior(s) you are reinforcing (e.g., asking for help instead of dropping to the floor, raising a hand for attention instead of shouting out, requesting a break instead of yelling/screaming)
- What the reinforcement is (e.g., verbal praise, social reinforcement, token, points on point sheet)
- The schedule of reinforcement (how often it is given)
- The criteria for delivering the reinforcer (what exactly the student has to do to gain access to the reinforcer)
- Responsible personnel (this could be different people, e.g., the paraeducator provides tokens on the token board, and the teacher provides a tangible reward paired with attention when a certain number of tokens are earned).

Elements to consider for reinforcement procedures: specific reinforcing items (tangible, activities, social reinforcement), immediacy (providing the reinforcer right after the target behavior), consistency (providing the reinforcer for each interval in which the student engaged in the positive/replacement behavior), choice (a variety of reinforcers), contingency (only given when the Positive/Replacement behavior occurs) and effectiveness.

C. Plan for fading interventions and reducing reinforcement for

positive/replacement behavior: Specify target rates for increase in the rate of the Positive/Replacement Behavior. As that rate is achieved, specify changes to be made in the interventions (e.g., changing to intermittent reinforcement; increasing length of intervals; emphasizing more intrinsic reinforcement; fading artificial reinforcement in favor of more natural outcomes; giving less intrusive prompting; decreasing direct instruction and practice; allowing peers to step in to prompt/model rather than the teacher).

Page 3:**XII. Reactive strategies to employ/debrief procedures to use if the problem behavior occurs****A. At precursor/first sign of problem behavior–**

Typically the first step in a reactive strategy is to prompt/remind the student to use the replacement behaviors to prevent the problem behavior from continuing or escalating. A prompt may be verbal, visual, gestural, etc. Further steps may also include: reminding the student of what they are working for, reminding of consequences to behaviors, encouraging choice-making, offering emotional or task support, etc.

Indicate personnel who will do this (e.g., Some staff may be better at being less emotionally involved, others may prefer to do the re-directing).

B. If problem behavior continues or escalates–

This would be the next step in case the problem behavior continues or escalates. Specify how the staff will redirect the problem behavior and/or maintain the safety of everyone, e.g., escorting the student to a safe area, redirecting to a quiet space, removing the audience, planned ignoring, call for backup from support staff, etc.

Indicate responsible personnel for various tasks – who removes student, who calls for help, who removes other students.

C. Debriefing/follow up with staff and/or student if necessary–

This follows the occurrence of a problem behavior and, depending on the student's level of functioning, may include: a verbal dialogue, a written process, or a behavior practice session (e.g., practicing the replacement behavior, reading a social narrative, reviewing a picture sequence of the appropriate behavior steps).

Indicate responsible personnel (e.g., Intensive School-Based Therapist may provide counseling after each incident, teacher will complete debriefing sheet with student, etc.).

XIII. IEP Goals–

There should be one goal to increase the Positive Replacement Behavior and one goal to either decrease Problem Behavior or to develop new general skills that remove the student's need to use the Problem Behavior (e.g. If the problem behavior is getting out of the seat during an activity and running around the classroom, a general skill development goal would be to increase the student's skills and strategies for attending to task). Every goal has to include all the elements required for IEP goals (see goal wizard or goal bank in SIRAS). Indicate the goal numbers that correlate.

XIV. Communication–

Active exchanges between all stakeholders and between home and school should be outlined and specified. It is important that all communication involves a two-way exchange rather than one person giving information to a passive recipient. Exchanges can occur through e-mail, phone calls, written logs, meetings, data collection sheets, point sheets, etc. Do not include the names of staff members to allow for changes in staffing.

XV. Data Collection–

Consider whether data collection is necessary in addition to data used to measure goals.

For a behavior plan, data on problem and replacement behaviors should be collected on a regular basis to monitor progress, with method, frequency and personnel noted. In some cases, established data collection procedures are already part of the goals associated with the plan. In other cases, new or separate data collection procedures need to be established.

XVI. Personnel Responsible for Monitoring Plan Implementation–

Specify who will be responsible for monitoring and overseeing the implementation of the plan. The personnel will be determined based upon district policy, personnel training and qualifications, team decision, case manager assignment, etc.

Comprehensive Behavior Intervention Plan (CBIP) Instructions

This Comprehensive Behavior Intervention Plan is based upon research by the California Positive Environment Network of Trainers (PENT) and has been developed to support best practices.

Page 1:

- I. Note source(s) of data on which the plan is based. Some CBIPs will be developed without an FBA, by informal means, such as interviews or observations. Other behaviors will require a more systematic approach, and an Assessment Plan and Functional Behavior Assessment (FBA) will be developed to be able to more carefully analyze the behaviors.

- II. **Description of inappropriate behavior which interferes with learning (problem behavior – must be observable/measurable)–**
A problem behavior must be described in observable/measurable terms. Define the behavior in ways that are clear, specific, and observable to anyone. This means any two people would agree whether or not the behavior has occurred. If there is more than one behavior, number each behavior unless they are identified as a cluster or chain of behaviors.

- III. **Current frequency/intensity/duration of problem behavior–**
Indicate how much the problem behavior is currently happening. Include frequency (how often) as well as duration (how long) and intensity (how severe) if applicable. Examples of intensity for hitting with open hand (mild: brief, light touch; moderate: leaves red mark on skin; severe: requires medical attention).

- IV. **Current predictors (antecedents) for problem behavior–**
Predictors occur in the immediate environment and/or past environments. When, where, and under what conditions is the behavior most likely to occur? If there is an FBA, you can determine the predictors/antecedents from the FBA report. Predictors may include: physical setting, social setting, instructional strategies, curriculum/activities, scheduling factors (time of day, transitions), degree of participation, social interactions and/or degree of choice.

- V. **Most typical outcomes (consequences) of problem behavior–**
Consequences occur after or as a result of a problem behavior and influence the problem behavior (either increasing or decreasing it). If there is an FBA, you can determine the outcomes/consequences from the FBA report.
Consequences/outcomes for a problem behavior may include: escaping or avoiding something perceived as unpleasant in the environment (either by leaving the environment voluntarily, refusing to do something, or by being asked or forced to leave), receiving attention from peers or adults, being ridiculed by others, being verbally corrected, gaining access to a tangible, gaining access to a sensory experience, etc.

VI. IEP Team believes behavior occurs because (hypothesis of function)–

Based on FBA or team hypothesis, check the box that best summarized the function of the problem behavior, then describe what the student is trying to obtain, protest, or avoid by using this problem behavior. All problem behavior serves a function for the student. The behavior continues because it works to meet the student's needs in some way. Almost all problem behavior occurs because the individual is trying to get something (an object, adult attention, peer attention, a privilege, etc.) or avoid something (certain tasks, transitions, people, challenging work, embarrassment, a threat to physical or emotional safety, etc).

NOTE: – This is extremely critical because the replacement behavior needs to achieve the same outcome as the problem behavior.

VII. Description of the positive/replacement behavior–

Describe what student should do to gain the same outcome as the problem behavior in an acceptable way; NOT simply the absence of the problem behavior; should be something the student is capable of learning/doing).

The replacement behavior (functionally equivalent replacement behavior: FERB) is a positive alternative that allows the student to obtain the same function the problem behavior provides in a manner that is acceptable in the environment. The FERB should maximize the benefits (e.g., more positive feedback from staff or peers) and minimize the cost to the student and others in the environment (e.g., loss of instructional time).

NOTE: - The FERB must meet the same function as the problem behavior and be at least as easily performed as the problem behavior once it is learned.

VIII. Current frequency of positive/replacement behavior–

How often the student is currently using the positive replacement behavior. For some students this might not occur yet; others might be using the behavior infrequently, inappropriately, partially, in certain settings, or it might not be reinforced by staff.

Page 2:**IX. Teaching/Action Plan–**

The teaching/action plan describes the proactive interventions for the behavior plan and specific procedures and strategies for increasing the positive replacement behavior and decreasing the problem behavior. The page is divided into several sections and can be used as a staff sheet summarizing all the proactive components of the behavior plan. Interventions should include the responsible personnel and/or implementers of specific strategies.

X. Reduction of problem behavior:**A. Interventions–**

This section addresses changes in the environment that will prevent or reduce the need for the student to use the problem behavior. This may include

environmental changes in how time is structured (e.g., reduced number of transitions, decreased demands), space is organized (e.g., preferential seating, increased access to teacher), materials are selected (e.g., behavior chart, visual schedule, curricular modifications), and/or positive interactions are increased (e.g., positive to negative feedback ratio, peer tutors, assigning tasks in the classroom).

Indicate the frequency that interventions will be applied (avoid being general such as “as needed,” but indicate when; e.g., before a task is introduced, as student begins to get agitated); also indicate “Responsible Personnel” who are responsible for providing the interventions be specific; do not put general terms such as “IEP Team.” Describe who is to do what (e.g., is the teacher responsible to change the schedule, prompts, tone of instruction, materials or are paraeducators to provide interventions as well?).

B. Reinforcement–

In this section, the reinforcement procedures aimed at **reducing the problem behavior** are listed. Specify:

- What behavior(s) you are reinforcing (e.g., low rate of task refusal, participating in a recess without hitting or kicking another student)
- What the reinforcement is (e.g., verbal praise, social reinforcement, token, points on point sheet)
- The schedule of reinforcement (how often it is given)
- The criteria for delivering the reinforcer (what exactly the student has to do to gain access to the reinforcer)
- Responsible personnel (this could be different people, e.g., the teacher provides points on the point sheet, and the principal provides a daily reward when a certain number of points are earned).

Elements to consider for reinforcement procedures: specific reinforcing items (tangible, activities, social reinforcement), immediacy (providing the reinforcer right after a target behavior), consistency (providing the reinforcer for each interval of lack of or low rates of Problem Behavior), choice (a variety of reinforcers), contingency (only given when the problem behavior does not occur) and effectiveness (e.g., the reinforcer has proven to be motivating for the student).

C. Plan for fading interventions and reducing reinforcement for problem behavior–

Specify target rate(s) for reduction in the occurrence of problem behavior, including period of time in which rate will be maintained (e.g. – “no more than two times a week for three weeks”). As those rate(s) are achieved, specify changes to be made in the interventions. These could include changes to be made in the ecology (e.g., reducing number of breaks; reducing physical supports such as study carrels or separate seating; reintroducing back into group activities), instructional strategies (e.g., reintroducing more demanding tasks; less intrusive prompts; less curricular modifications; reducing number of verbal prompts); and/or reinforcement schedule (e.g., lengthening reinforcement intervals, moving toward more intrinsic reinforcement).

XI. Increase of positive/replacement behavior:

A. Interventions–

List specific strategies for teaching the positive/replacement behavior and other general positive behavior skills. These will vary depending on the behaviors you are teaching and the student. Specify the step-by-step procedures and materials you will need to teach the behaviors/skills, as well as the people who will teach them. Strategies should always be proactive and taught at planned intervals.

Indicate **frequency** (e.g., daily, before a specific activity, during counseling or speech sessions); and **responsible personnel** (staff who will be responsible for teaching, modeling, eliciting the Positive/Replacement Behavior. Do not put “IEP Team,” instead, indicate specific staff responsible for creating or procuring any needed instructional materials creating reinforcement visuals, etc).

B. Reinforcement–

In this section, the reinforcement procedures aimed at **increasing the positive/replacement behavior** are listed. Specify:

- What positive/replacement behavior(s) you are reinforcing (e.g., asking for help instead of dropping to the floor, raising a hand for attention instead of shouting out, requesting a break instead of yelling/screaming)
- What the reinforcement is (e.g., verbal praise, social reinforcement, token, points on point sheet)
- The schedule of reinforcement (how often it is given)
- The criteria for delivering the reinforcer (what exactly the student has to do to gain access to the reinforcer)
- Responsible personnel (this could be different people, e.g., the paraeducator provides tokens on the token board, and the teacher provides a tangible reward paired with attention when a certain number of tokens are earned).

Elements to consider for reinforcement procedures: specific reinforcing items (tangible, activities, social reinforcement), immediacy (providing the reinforcer right after the target behavior), consistency (providing the reinforcer for each interval in which the student engaged in the positive/replacement behavior), choice (a variety of reinforcers), contingency (only given when the Positive/Replacement behavior occurs) and effectiveness.

C. Plan for fading interventions and reducing reinforcement for

positive/replacement behavior: Specify target rates for increase in the rate of the Positive/Replacement Behavior. As that rate is achieved, specify changes to be made in the interventions (e.g., changing to intermittent reinforcement; increasing length of intervals; emphasizing more intrinsic reinforcement; fading artificial reinforcement in favor of more natural outcomes; giving less intrusive prompting; decreasing direct instruction and practice; allowing peers to step in to prompt/model rather than the teacher).

Page 3:**XII. Reactive strategies to employ/debrief procedures to use if the problem behavior occurs****A. At precursor/first sign of problem behavior–**

Typically the first step in a reactive strategy is to prompt/remind the student to use the replacement behaviors to prevent the problem behavior from continuing or escalating. A prompt may be verbal, visual, gestural, etc. Further steps may also include: reminding the student of what they are working for, reminding of consequences to behaviors, encouraging choice-making, offering emotional or task support, etc.

Indicate personnel who will do this (e.g., Some staff may be better at being less emotionally involved, others may prefer to do the re-directing).

B. If problem behavior continues or escalates–

This would be the next step in case the problem behavior continues or escalates. Specify how the staff will redirect the problem behavior and/or maintain the safety of everyone, e.g., escorting the student to a safe area, redirecting to a quiet space, removing the audience, planned ignoring, call for backup from support staff, etc.

Indicate responsible personnel for various tasks – who removes student, who calls for help, who removes other students.

C. Debriefing/follow up with staff and/or student if necessary–

This follows the occurrence of a problem behavior and, depending on the student's level of functioning, may include: a verbal dialogue, a written process, or a behavior practice session (e.g., practicing the replacement behavior, reading a social narrative, reviewing a picture sequence of the appropriate behavior steps).

Indicate responsible personnel (e.g., Intensive School-Based Therapist may provide counseling after each incident, teacher will complete debriefing sheet with student, etc.).

XIII. IEP Goals–

There should be one goal to increase the Positive Replacement Behavior and one goal to either decrease Problem Behavior or to develop new general skills that remove the student's need to use the Problem Behavior (e.g. If the problem behavior is getting out of the seat during an activity and running around the classroom, a general skill development goal would be to increase the student's skills and strategies for attending to task). Every goal has to include all the elements required for IEP goals (see goal wizard or goal bank in SIRAS). Indicate the goal numbers that correlate.

XIV. Communication–

Active exchanges between all stakeholders and between home and school should be outlined and specified. It is important that all communication involves a two-way exchange rather than one person giving information to a passive recipient. Exchanges can occur through e-mail, phone calls, written logs, meetings, data collection sheets, point sheets, etc. Do not include the names of staff members to allow for changes in staffing.

XV. Data Collection–

Consider whether data collection is necessary in addition to data used to measure goals.

For a behavior plan, data on problem and replacement behaviors should be collected on a regular basis to monitor progress, with method, frequency and personnel noted. In some cases, established data collection procedures are already part of the goals associated with the plan. In other cases, new or separate data collection procedures need to be established.

XVI. Personnel Responsible for Monitoring Plan Implementation–

Specify who will be responsible for monitoring and overseeing the implementation of the plan. The personnel will be determined based upon district policy, personnel training and qualifications, team decision, case manager assignment, etc.

COMPREHENSIVE BEHAVIOR INTERVENTION PLAN

Ventura County SELPA IEP

Student Name _____ (For students whose behavior impedes learning of self or others, or disciplinary action is resulting in a change of placement) Meeting Date _____
D.O.B. _____

This Positive Behavior Support Plan is based upon:

- Team meeting
- Observational data
- Student interview
- Staff interview(s)
- Behavior Analysis/Review Worksheet
- Functional Behavioral Assessment

Description of INAPPROPRIATE BEHAVIOR which interferes with learning (PROBLEM BEHAVIOR – must be observable/measurable):

Current frequency/intensity/duration of problem behavior:

Current predictors (ANTECEDENTS) for problem behavior:

Most typical outcomes (CONSEQUENCES) of problem behavior:

IEP team believes behavior occurs because (hypothesis of function) Escape Attention Sensory Tangible **Describe:**

Description of POSITIVE BEHAVIOR/REPLACEMENT BEHAVIOR (what student should do to gain the same outcome as the problem behavior in an acceptable way; NOT simply the absence of the problem behavior; should be something the student is capable of learning/doing):

Current frequency of positive/replacement behavior:

TEACHING/ACTION PLAN

REDUCTION OF PROBLEM BEHAVIOR

Interventions: (Eg, Altering teaching strategies; making curricular, material or environmental modifications; changing antecedents; giving choices; preventing “triggers” .)
Specify frequency and responsible personnel.

Reinforcement: (Indicate behavior, rate of behavior, interval, reinforcer, and responsible personnel for reduction of problem behavior)

Plan for fading interventions and reducing reinforcement for problem behavior:

INCREASE OF POSITIVE/REPLACEMENT BEHAVIOR

Interventions: (Eg, Teaching, practicing or modeling; providing communication means; teaching social skills, assertive skills or problem solving.)
Specify frequency and responsible personnel for each strategy.

Reinforcement: (Indicate behavior, rate of behavior, interval, reinforcer, and personnel to increase positive/replacement behavior):

Plan for fading interventions and reducing reinforcement for positive/replacement behavior:

REACTIVE STRATEGIES TO EMPLOY AND DEBRIEFING PROCEDURES TO USE IF THE PROBLEM BEHAVIOR OCCURS:

At precursor/first sign of problem behavior (e.g., prompt to use replacement behavior, offer choices, proximity, redirect):

- Personnel who will implement: _____
if problem behavior continues or escalates (include staff response to maintain safety if needed):

- Personnel who will implement: _____
Debriefing/follow up with staff and/or student if necessary:

- Personnel who will implement: _____

See IEP goal(s) related to this plan: Goal Number(s): _____

- The above goal(s) are intended to: increase positive replacement behavior decrease problem behavior general skill development

Communication:

- Family/Caregiver School staff Outside providers Service providers Other Describe: _____

Data Collection:

- Progress toward goals Problem Behavior Positive/Replacement Behavior Interventions Reinforcement Other Describe: _____

Personnel Responsible for Monitoring Plan Implementation:

- Principal School Psychologist Behavior Specialist Case Manager Behavior Support Staff Other _____

Positive Behavior Intervention Plan Evaluation Scoring Sheet

- ___ A. Line 1.....Problem Behavior
- ___ B. Line 4 links to 2.....Strategies for decreasing Problem Behavior
link to function
- ___ C. Line 2 links to 3.....Function related to Positive/Replacement Behavior
- ___ D. Line 5 links to 3.....Teaching strategies for Positive/Replacement
Behavior
- ___ E. Line 6.....Reinforcement
- ___ F. Line 7.....Reactive strategies
- ___ G. Line 9.....Goals and Objectives
- ___ H. Lines 8.....Personnel responsible for overseeing plan

A well developed plan represents best practice: a careful analysis of the problem, comprehensive interventions and a team effort to teach new behavior and remove elements in the environment associated with problem behavior.

- Fewer than 8 points = Weak plan
This plan may affect some change in problem behavior but the written plan only weakly expresses the principles of behavior change. This plan should be rewritten.
- 8 – 10 points = Underdeveloped plan
This plan may affect some change in problem behavior but would require a number of alterations for the written plan to clearly represent best practice. Consider alterations.
- 11 – 14 = Good plan
This plan is likely to affect a change in problem behavior and elements of best practice are present.
- 15 – 16 = Superior plan
This plan is likely to affect a change in problem behavior and represents best practice.

Adapted from Diana Browning Wright PENT Research Team

Positive Behavior Intervention Plan Evaluation Scoring Rubric

Components to Evaluate	Line	2 Points	1 Point	0 Points
A. Problem Behavior	1	All identified problem behaviors are observable and measurable.	Some of the identified problem behaviors are not observable and measurable	No problem behavior is stated in observable and measurable terms
B. Strategies and supports for decreasing inappropriate behavior link to function	4 & 2	One or more teaching strategy or curricular, material or environmental modification (line 4) are specified and they are linked to the communicative function (line 2)	One or more teaching strategy or curricular, material or environmental modification (line 4) are specified but they are not logically related to function (line 2)	No change in any strategy or the following four environmental variables is described: time, space, materials or positive interactions.
C. Function related to replacement behavior	2 & 3	All specified FERBs (line 3) serve the same function as the problem behavior (line 2)	FERB must serve the same function as problem behavior but lacks specificity.	No FERB is identified OR the function was not accurately identified on line 2 in terms of getting something (obtain) or rejecting something (escape, protest or avoid) and therefore line 4 cannot be evaluated OR function was not stated in behavioral terms
D. Teaching strategies specify teaching of FERB	5 & 6	Teaching strategies (line 5) for all FERBs (line 3) include at least one detail about how this will be done; for example, materials are listed, a strategy is described, a list of procedures or skill steps is referenced.	Some teaching strategies with at least one detail are specified for one or more general positive behaviors OR teaching strategies, with at least one detail for one, but not all, FERBs are listed (line 3).	No strategies with at least one detail are specified to teach either a FERB or to teach general positive behaviors (line 5).

Components to Evaluate	Line	2 Points	1 Point	0 Points
E. Reinforcers	6	Reinforcement for decreasing inappropriate behavior and for FERB is complete AND if any other reinforcers for positive behavior are listed, they must also be complete: <ol style="list-style-type: none"> 1. specifically stated 2. contingently given 3. frequency stated 	Reinforcement listed but 1, 2, or 3 missing.	No reinforcement listed.
F. Reactive strategies	7	Strategy for managing at least one problem behavior safely is present, and any two other components are specified (prompting FERB or redirecting, debriefing or consequences).	Strategy for managing at least one problem behavior safely is present, but two other components for that behavior are not given.	Managing problem behavior safely for at least one behavior is absent.
G. Goals and objectives	9	One complete FERB goal is included within the IEP.	Goal for FERB is incomplete.	No complete goal is included.
H. Personnel responsible for overseeing plan		All implementers and information exchangers are identified and all responsibilities are specified.	Not all implementers or information exchangers are identified OR Not all responsibilities are noted for each.	No team members' responsibilities are identified OR No team members are identified.

Comprehensive Behavior Intervention Plan Evaluation Scoring Sheet

- ___ A. Line 1.....Problem Behavior
- ___ B. Line 6 links to 4.....Strategies for decreasing Problem Behavior
link to function
- ___ C. Line 4 links to 5.....Function related to Positive/Replacement Behavior
- ___ D. Line 7 links to 5.....Teaching strategies for Positive/Replacement
Behavior
- ___ E. Line 8a & 8b.....Reinforcement
- ___ F. Line 10.....Reactive strategies
- ___ G. Line 11.....Goals and Objectives
- ___ H. Lines 6, 7,, 10, 12, 14.....Personnel responsible for overseeing plan/
Implementers
- ___ I Line 12.....Communication

A well developed plan represents best practice: a careful analysis of the problem, comprehensive interventions and a team effort to teach new behavior and remove elements in the environment associated with problem behavior.

- Fewer than 9 points = Weak plan
This plan may affect some change in problem behavior but the written plan only weakly expresses the principles of behavior change. This plan should be rewritten.
- 9 - 11 points = Underdeveloped plan
This plan may affect some change in problem behavior but would require a number of alterations for the written plan to clearly represent best practice. Consider alterations.
- 12- 15 = Good plan
This plan is likely to affect a change in problem behavior and elements of best practice are present.
- 16 - 18 = Superior plan
This plan is likely to affect a change in problem behavior and represents best practice.

Comprehensive Behavior Intervention Plan Evaluation Scoring Rubric

Components to Evaluate	Line	2 Points	1 Point	0 Points
A. Problem Behavior	1	All identified problem behaviors are observable and measurable.	Some of the identified problem behaviors are not observable and measurable.	No problem behavior is stated in observable and measurable terms.
B. Strategies and supports for decreasing inappropriate behavior link to function	6 & 4	One or more teaching strategy or curricular, material or environmental modification (line 4) and they are linked to the communicative function (line 2).	One or more teaching strategy or curricular, material or environmental modification (line 4) but they are not logically related to function (line 2).	No change in any strategy or the following four environmental variables is described: time, space, materials or positive interactions.
C. Function related to replacement behavior	4 & 5	All specified FERBs (line 3) serve the same function as the problem behavior (line 2).	FERB must serve the same function as problem behavior but lacks specificity.	No FERB is identified OR the function was not accurately identified on line 2 in terms of getting something (obtain) or rejecting something (escape, protest or avoid) and therefore line 3 cannot be evaluated OR function was not stated in behavioral terms.
D. Teaching strategies specify teaching of FERB	7 & 5	Teaching strategies (line 5) for all FERBs (line 3) include at least one detail about how this will be done; for example, materials are listed, a strategy is described, a list of procedures or skill steps is referenced.	Some teaching strategies with at least one detail are specified for one or more general positive behaviors OR teaching strategies, with at least one detail for one, but not all, FERB listed (line 3).	No strategies with at least one detail are specified to teach either a FERB or to teach general positive behaviors (line 5).

Components to Evaluate	Line	2 Points	1 Point	0 Points
E. Reinforcers	8a & 8b	Reinforcement for decreasing inappropriate behavior and for FERB are complete AND if any other reinforcers for positive behavior are listed, they must also be complete: <ol style="list-style-type: none"> 1. specifically stated 2. contingently given 3. frequency stated 	Reinforcement listed but 1, 2, or 3 missing.	No reinforcement listed.
F. Reactive strategies	10	Strategy for managing at least one problem behavior safely is present, and any two other components (prompting FERB or redirecting, debriefing or consequences).	Strategy for managing at least one problem behavior safely is present, but two other components for that behavior are not given.	Managing problem behavior safely for at least one behavior is absent.
G. Goals and objectives	11	One complete FERB goal is included within the IEP One complete goal for reduction in problem behavior and/or increase in general positive behaviors.	Goal for FERB is incomplete. or additional goals missing	No complete goal is included.
H. Personnel responsible for overseeing plan / implementers	6, 7, 10, 12, 14	All personnel responsible for overseeing plan and implementers are specified.	Not all implementers are specified.	No responsible personnel responsible for overseeing the plan or implementers are identified.
I. Communication	12	Complete exchange of communication with all implementers and responsible parties specified.	Not all implementers or responsible parties are specified.	No implementers or responsible parties are specified; no communication provisions are noted.

Ventura County SELPA Behavior Analysis/Review Worksheet

Student Name:	DOB:
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Problem Behavior(s): *(include frequency, duration and/or intensity)*

Antecedents: *(what typically triggers or is happening before the behavior?)*

Consequences: *(what usually happens as an immediate and/or delayed result of the behavior or is the “payoff” for the behavior?)*

Communicative Function of the Behavior: *(based on the antecedents and the consequences, what does the problem behavior allow the student to “get” or avoid/escape?)*

Escape Attention Sensory Tangible

Describe:

Positive/Replacement Behavior: *(what do we want the student to do instead of the behavior that serves the same function but is more appropriate? Should not be simply a lack of the problem behavior.)*

Reinforcers: *(what activities, objects, people, etc. are motivating to the student?)*

Behavior Analysis/Review Worksheet (BA/RW) Instructions

This worksheet can be used as a tool for developing an informal Positive Behavior Intervention Plan (PBIP) and in rare circumstances, a Comprehensive Behavior Intervention Plan (CBIP). It is not considered an assessment, and does not require parent permission. It should not be included as a part of the IEP, but is to be used as a worksheet in organizing information in preparation for an IEP meeting. This form may be used to collect information about “behaviors interfering with learning of self or others.” It also may be used to review a previously developed PBIP or Comprehensive Behavior Intervention Plan (CBIP).

- I. **Problem Behavior(s)**– Describe the behavior(s) that are interfering with learning. Use specific terms that leave no doubt as to whether or not the behavior occurred. Avoid terms such as “tantrums,” or “defiant;” instead, describe exactly what the observer would see, including intensity and duration (e.g., “leaves red marks,” or “lasting 1-2 minutes.”).
- II. **Antecedents**– Describe the activities, setting factors, people, demands and/or time of day when the behavior most often occurs. (typical “triggers” of the behavior).
- III. **Consequences**– Describe what typically happens after the behavior occurs- who does what, where does the student go, etc. (typical “payoff” for the behavior).
- IV. **Communicative Function of the Behavior**– Check the box(es) to indicate the hypothesis of what the student usually “gets” or avoids by using the behavior. Describe. For example, “student uses disrespectful language with the teacher to get himself removed from class so he doesn’t have to face teasing by his peers.” Or, “student disrupts the teacher’s lesson so he can get positive attention from peers and be perceived as ‘cool’.”
- V. **Positive/Replacement Behavior**– Describe the behavior that you will teach the student to use instead of the problem behavior. *It is imperative that this behavior achieve the same outcome (serves the same function) as the problem behavior (FERB-Functionally Equivalent Replacement Behavior).* It must meet the Communicative Function that you have described above.

Please be sure not to select a lack of the problem behavior as the replacement behavior. It must be a new behavior that will meet the same need in a socially appropriate way. If the replacement behavior is actually incompatible with the problem behavior, it is better yet. For example, an incompatible behavior to self-biting of the hand is squeezing a fidget toy in a pocket.

- VI. **Reinforcers** – Note activities, people, tangibles, or foods that the student prefers. Can be based on observation, student report, parent input, etc.

Ventura County SELPA

FUNCTIONAL BEHAVIOR ASSESSMENT (FBA) REPORT

Student Name _____
 Date of Birth _____
 Case Manager _____
 School _____

Date _____
 Age _____
 Disability _____
 English Level _____

REASON FOR REFERRAL

- Prior behavior interventions ineffective
 Tenth day of suspension
 Behavior Emergency Report
 Other (Specify below)

Detail if needed:

SOURCES OF ASSESSMENT DATA

- **Records:** *(describe and summarize records which were reviewed)*
- **Observations:** *(list dates student was observed, by whom and in what environments)*
- **Interviews:** *(list persons interviewed and when)*
- **Other assessment tools:** *(list instruments and who administered)*

BACKGROUND INFORMATION

Ability to communicate: *(verbal or non-verbal)*

- **Expressive –**
- **Receptive –**

Cognitive/Developmental level: *(describe student's cognitive strengths and weaknesses, including ability to understand cause and effect, learning readiness skills, ability to delay gratification, abstract reasoning skills, etc.)*

Health and medical factors: *(describe factors which may contribute to the problem behavior)*

Environmental, cultural or economic factors: *(describe factors which may contribute to the problem behavior)*

History of behavior: *(describe past behaviors, including effectiveness of previously used behavior interventions)*

If the student is an English Learner, describe any possible effects of English language acquisition process on the above assessment results:

- Materials and procedures were provided in the student's native language/mode of communication in a form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally.
- Student was assessed in all areas of suspected disability necessary for this report.
- Assessment was tailored to assess specific areas of educational need.
- Assessment was conducted to not be discriminatory on racial, cultural, or sexual bias.
- Any assessment tools were used for the purpose for which they were designed and are valid and reliable.
- Assessment was conducted by trained and knowledgeable personnel.
- Assessment was conducted to produce results that accurately reflect the student's abilities, not the student's impairments, including impaired sensory, motor, or speaking skills.

PROBLEM BEHAVIOR

Description of behavior: *(include intensity and/or duration)*

Impact of behavior on academic and social functioning:

Baseline: *(indicate how often it occurs)*

Antecedents: *(describe what typically triggers or is happening before the behavior occurs)*

Consequences: *(describe what typically happens as an immediate and/or delayed result of the behavior or is the "payoff" of the behavior)*

ECOLOGICAL/SETTING FACTORS AND EVENTS FOR PROBLEM BEHAVIOR

For each of the following, describe what is typical:

	<i>When the problem behavior occurs...</i>	<i>When the problem behavior does not occur...</i>
Day or Time:		
After a certain event:		
Before a certain event:		
People present: (students and adults)		
Subject/Activity:		
Type of activity: (quiet, group, hands-on)		
Location: (cafeteria, playground)		
Type of instruction: (oral, visual)		
Support available: (one-on-one, group)		
Other:		

Quality of life: *(describe student's current opportunities and/or participation in desired life-enhancing activities both at home and at school)*

SUMMARY OF ASSESSMENT, INCLUDING FACTORS AFFECTING EDUCATIONAL PERFORMANCE

(summarize information which leads to hypothesis)

FUNCTION OF BEHAVIOR

Hypothesis of the function of the behavior: *(describe what the behavior allows the student to "get" or avoid/escape, such as sensory input, attention, items, tasks or events)*

POSITIVE/REPLACEMENT BEHAVIOR

Behavior the student will use instead of the problem behavior: *(cannot be simply a lack of the problem behavior - must be a new behavior which will serve the same function and is at least as easy to utilize for the student as the problem behavior)*

Student currently does/does not demonstrate the replacement behavior

(If no), Prerequisite skills the student demonstrates that would lead to acquisition of the positive/replacement behavior:

(If yes)

- Baseline –
- Antecedents –
- Consequences –

Ecological/setting factors and events for Positive/Replacement Behavior: *(describe what is typical when the behavior occurs)*

Day or Time:
After a certain event:
Before a certain event:
Subject/Activity:
People present: (students and adults)
Type of activity: (quiet, group, hands-on)
Location: (cafeteria, playground)
Type of instruction: (oral, visual)
Support available: (one-on-one, group)
Other:

REINFORCEMENT

Student likes/seeks: *(list and specify as needed)*

Activities:

People:

Tangibles:

Food/Drink:

Other:

Determination of reinforcement based on:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Reinforcement Survey | <input type="checkbox"/> Student Interview | <input type="checkbox"/> Parent Interview | <input type="checkbox"/> Teacher Interview |
| <input type="checkbox"/> Preference Assessment | <input type="checkbox"/> Observation | <input type="checkbox"/> Other (describe): | |

RECOMMENDATIONS

Factors to enable student to be involved and make progress in core curriculum: *(describe essential elements to address the problem behavior, including instructional strategies, classroom structure, accommodations/modifications, reinforcement)*

Possible special education and related services or additions or modifications to current services needed to meet goals and participate in core curriculum/appropriate activities:

- Positive Behavior Intervention Plan not needed
- Environmental Changes Specified on Accommodations page
- Revision of current plan
- Positive Behavior Intervention Plan needed
- Comprehensive Positive Behavior Intervention Plan needed
- Other _____

The IEP team will meet to discuss these assessment results and make a decision about services and/or supports. The purpose of this report is to provide information to assist the team in making those decisions.

Signature _____ Title _____

Functional Behavior Assessment (FBA) Report Instructions

To be used for EC 56520 (a) (1) “That children exhibiting serious behavioral challenges receive timely and appropriate assessments” and CFR 300.530(f) “behavior is a manifestation of the disability.”

An FBA requires an Assessment Plan and parent permission in order to proceed. An FBA-based BIP is *required* for students at 10th day of suspension with a pattern of misbehaviors, or students being considered for expulsion, if an FBA-based BIP is not already in place. It also must be considered if there has been a behavior emergency.

The report must be presented at an IEP meeting, and must include all the elements below. Parents may request an Independent Educational Evaluation (IEE) if they disagree with the report.

- I. **Reason for Referral**– Check the reason the referral was made. Indicate any detail to clarify if needed.

- II. **Sources of Assessment Data**– Describe the sources of data used. Results are not included here they will be captured in the rest of the report.
 - A. **Records**- List and describe the records that were reviewed. These should include past cumulative files, assessment reports, and behavior intervention reports.
 - B. **Observations**-Describe when, where and by whom student was observed. Should be across a variety of environments, with some direct observation by the assessor, although data observational checklists can be left for others to record. List specific dates and times of observations.
 - C. **Interviews**-List all who were interviewed. Should include classroom staff, parents, and student, if appropriate.
 - D. **Other assessment tools**-List all tools that were used for assessment, including motivational assessment scales, reinforcement surveys and/or quality of life and ecological questionnaires.

- III. **Background Information**– The record reviews and interviews will provide information to address the following questions:
 - A. **Ability to Communicate**– Describe the student’s expressive as well as receptive abilities for both verbal as well as non-verbal communication. This will help when selecting replacement behaviors for the student.

 - B. **Cognitive/Developmental level**– Describe the student’s cognitive strengths and weaknesses related to the behavior. This may include the ability to understand cause and effect, readiness to learn, ability to delay gratification and reinforcement, abstract reasoning skills, etc. These will all be considered when developing replacement behaviors and reinforcement schedules that are appropriate to the developmental level of the student.

 - C. **Health and Medical Factors**– Describe any that may contribute to the behavior, including medical or psychological diagnoses, medication, metabolic or seizure disorders, etc.

- D. **Environmental, Cultural, or Economic Factors**– Describe any factors which may be relevant to the behavior. This may include changes in the family structure due to divorce, death or illness, changes in the family’s financial status due to layoff or illness, a new baby, parent’s illness, or cultural reactions of the family to the behaviors or social emotional issues.
- E. **History of the Behavior**– Include any past behaviors and behavior interventions that have been implemented and whether or not they were successful. Describe the fidelity of implementation of previous plans, if known.
- F. **Effects of English Language Acquisition**– If the student is an English Learner, describe the level of acquisition of English and any possible effects on the behavior. For example, describe whether any social or linguistic cues may be missed due to the lack of language proficiency. Or, whether student is using inappropriate behavior to “fit in” with peers. Indicate language used at home.

IV. Problem Behavior

- A. Description-Describe the behavior in specific terms that leave no doubt as to whether or not the behavior occurred. Avoid terms such as “tantrums,” or “defiant” instead, describe exactly what the observer would see, including intensity and duration if applicable/necessary (e.g., “leaves red marks,” or “lasting 1-2 minutes”).
- B. Impact of behavior on academic and social functioning-Describe how the behavior impacts educational or social performance. Indicate the areas of the school day where it is considered to be a problem, and why (e.g., it may impact the student’s grades, time in class, peer relationships, etc.).
- C. Baseline-Describe how often the behavior is occurring, (weekly, daily, etc.) on average. May identify different baselines for varying intensities of behavior.
- D. Antecedents-Describe the activities, setting factors, people, demands and/or time of day when the behavior most often occurs.
- E. Consequences-Describe what typically happens after the behavior occurs- who does what, where does the student go, etc.

V. Ecological/Setting Factors and Events

- A. Grid- For each of the questions, describe the ecological factors that are most typical when the problem behavior occurs as well as when it does not.
- B. Quality of life- Describe opportunities the student has for quality life experiences, including independence, choice and variety at both home and school. Describe any activities they participate in at home or school.

VI. Summary of assessment, including factors affecting educational performance– In this section, summarize all the sources of data and findings including observations and interviews. Highlight any background or ecological factors that may be contributing to the behavior. This will lead to the hypothesis.

VII. Function of Behavior– Using the summary above, state your hypothesis of what the student is trying to obtain, protest, or avoid by using this problem behavior. All problem behavior serves a function for the student. The behavior continues because it works to fulfill the student’s needs in some way. Almost all problem behavior occurs because the student is trying to gain something (an object, adult attention, peer attention, a privilege,

etc.) or avoid something (certain tasks, transitions, people, challenging work, embarrassment, a perceived threat to physical or emotional safety, etc.).

NOTE: – This is extremely critical because the replacement behavior needs to **achieve the same outcome**.

VIII. Positive/Replacement Behavior– Describe the behavior that you will teach the student to use instead of the problem behavior. *It is imperative that this behavior achieve the same outcome (serves the same function) as the problem behavior (FERB-Functionally Equivalent Replacement Behavior).* It must meet the function that you have described above.

Please be sure not to select a lack of the problem behavior as the replacement behavior. It must be a new behavior that will meet the same need in a socially appropriate way. If the replacement behavior is actually incompatible with the problem behavior, it is better yet. For example, an incompatible behavior to self-biting of the hand is squeezing a fidget toy in a pocket.

Indicate whether the student is currently demonstrating the replacement behavior.

If the student is not currently using the replacement behavior at all, indicate any prerequisite skills you have seen the student use. For example, student attempts to communicate negation or will get up out of seat when needing a break.

If the replacement behavior is currently used by the student at all, indicate the baseline, and the antecedents and consequences. Some positive behaviors are being used by students at a low rate of occurrence or are not recognized and reinforced when they occur.

In the grid, note the setting factors that are most typical when the replacement behavior or prerequisite skills occur. This will give you ideas for altering the ecology to assist the student in using the replacement behavior more effectively and consistently.

IX. Reinforcement– Note activities, people, tangibles, or food that the student prefers. Indicate the assessment tool that was used to establish student preferences.

X. Recommendations

A. Describe the factors that will assist the student in making progress in school.

These may include instructional strategies, changes to classroom structure, accommodations to instruction or materials, reinforcers, etc.

B. Check the box to indicate the options for Special Education and related services that are recommended.

Ventura County SELPA Qualifications for Conducting FBAs
January 14, 2014

School or Licensed Educational Psychologists and Board Certified Behavior Analysts are qualified by their professional preparation program to conduct Functional Behavior Analyses (FBAs). The Ventura County SELPA believes that other staff that meet the following criteria are also “properly trained” to conduct FBAs:

Possess a professional license, credential, or bachelor’s/master’s degree in a related field and also:

- Prior BICM Certification through a California SELPA (with a minimum of three additional hours of behavior training every three years thereafter) (or)
- Positive Behavior Intervention (PBI) Competency through Ventura County SELPA met by adequately completing an FBA Report based on given data and a Comprehensive Behavior Intervention Plan (CBIP) based on the FBA (with a minimum of three additional hours of training every three years thereafter) (or)
- At least 3 units of advanced coursework through an accredited college or institution in Behavior Analysis and Intervention

Staff Qualifications for Individuals Assigned to Develop Behavior Intervention Plans

Pursuant to California Code of Regulations, Title 5, Section 3065(d), behavioral intervention shall be designed or planned by personnel who hold one of the following:

- Pupil Personnel Services Credential in School Counseling or School Psychology (issued by the California Commission on Teacher Credentialing (CTC))
- Credential authorizing the holder to deliver special education instruction (issued by the CTC)
- License as a Marriage and Family Therapist (MFT) (issued by the Board of Behavioral Sciences (BBS) within the Department of Consumer Affairs)
- License as a Clinical Social Worker (issued by the BBS)
- License as an Educational Psychologist (issued by the BBS)
- License in Psychology (issued by the California Board of Psychology within the Department of Consumer Affairs)
- Master's Degree in Education, Psychology, Counseling, Behavior Analyst, Behavior Science, Human Development, Social Work, Rehabilitation, or in a related field, issued by a regionally accredited post-secondary institution of higher education (or)
- Board Certified Behavior Analyst certification.

Ventura County SELPA
Mary E. Samples, Assistant Superintendent

“Positive Behavior Interventions (PBI)”



**Handbook
-2014-**

**A handbook which outlines the procedures for
Functional Behavior Assessment (FBA) and Behavior
Intervention Plans per
Code of Federal Regulations Sections
300.324(a)(2)(i) and 300.530(f)(1).**

Contact:
Regina Reed,
Director, Personnel Development
5100 Adolfo Rd,
Camarillo CA 93012
805-437-1560
email: Rreed@vcoe.org

Applied Behavior Analysis (ABA)

Special Education Expert Verification Process



Fran Arner-Costello, Original Author/Editor

**For additional information Contact:
Regina Reed,
Director, Personnel Development
5100 Adolfo Rd., Camarillo CA 93012
805-437-1560
email: Rreed@vcoe.org**

Introduction to Applied Behavioral Analysis (ABA)

The Ventura County SELPA supports the philosophical tenets of Applied Behavioral Analysis (ABA) as described extensively in the professional literature. Some typical definitions are:

“Applied Behavioral Analysis (ABA) is a systematic process of studying and modifying observable behavior through a manipulation of the environment.”

Prizant, Barry M, PhD, CCC-SLP,
Center for the Study of Human Development, Brown University, RI

“ABA is the science in which tactics derived from the principles of behavior are applied systematically to improve socially significant behavior, and experimentation is used to identify the variables responsible for change.”

Cooper, JO, Heron, TE, Heward, WL, (2007). *Applied Behavior Analysis*, 2nd ed., Prentice-Hall.

The SELPA recognizes that in the school setting ABA is considered to be “good teaching” and very effective for some learners with disabilities. Colleges and universities incorporate the practices of ABA into their basic Special Education teacher training programs.

The National Profession Development Center on Autism Spectrum Disorders has recognized Applied Behavior Analysis as an “Evidence Based Practice,” which means that the approach has been shown to be effective through rigorous scientific research.

The techniques of ABA can be used in the schools for these outcomes:

- Teaching new behaviors that exist in the student’s repertoire and are not used efficiently, or do not exist at all. Teaching of pre-academic and functional life skills.
- Changing behaviors that are considered to be non-desirable in the school setting.

Many of the instructional methodologies used by our Special Education staff fit within the philosophy of ABA.

This handbook will provide a process in which the Ventura County SELPA can recognize and verify the expertise of our Special Education teachers in the use of ABA strategies.

Fran Arner-Costello
Director, Programs and Services

Verification Process

This process is designed for Special Education teachers with a strong background in the use of techniques of Applied Behavior Analysis in the classroom. It will provide evidence of implementation of ABA and verify that the teacher is competent in the skills and expertise.

To become “ABA Verified” the Special Education teacher must:

- 1) Hold a valid special education credential
- 2) Submit evidence of training in the principles of ABA in both eliciting new skills as well as changing non-desired behaviors. Requirements:
 - At least one college course or two days of inservice training in Positive Behavior Supports
 - At least one college course or two days of inservice training in the principles of ABA to assist students in acquiring new skills
- 3) Achieve a score of 80 or better from an observer on the ABA Instructional Strategies Checklist
- 4) Achieve an average score of at least 2.5 on the Changing or Eliminating Non-Desired Behaviors Worksheet, completed by an observer.

Submit evidence of all three above to the SELPA ABA Verification Review Committee for approval.

Observer

Observers should hold expertise in the principles of ABA used as an instructional strategy as well as in implementation of Positive Behavior Supports. Examples of observers might be a Program Specialist, Psychologist or expert Special Education Teacher.

Each school district will decide on a case-by-case basis if they would like the observer to be from within district, or an impartial observer from outside district.

If the observer is from within district, the observer should make every effort to make the observation as objective as possible. If the observer is familiar with the classroom and teacher, they may be able to rate certain items without new observation.

An impartial observer would be from a different district than the teacher being observed. The observer would have to schedule one or more opportunities to observe in the teacher's classroom, discuss procedures with him or her and review products and materials.

Ventura County SELPA
Applied Behavior Analysis (ABA)
Special Education Teacher Verification Process

Teacher Name _____

District _____

Basic Special Education Credential _____ Expiration _____

Observer Name _____ Title _____ District _____

- 1) College course(s) or inservice(s) attended on the principles of Positive Behavior Supports.
(Attach copy of transcript or course certificate)

Title _____

Date(s) _____

Title _____

Date(s) _____

- 2) College course(s) or inservice(s) attended on ABA Instructional Strategies. (Attach copy of transcript or course certificate)

Title _____

Date(s) _____

Title _____

Date(s) _____

- 3) Attach copies of Ventura County SELPA ABA Verification Process Checklists:

- ABA Instructional Strategies (Must have score of 80 or higher)
- Changing or Eliminating Non-Desired Behaviors (Must have average of 2.5 or higher)

After Instruction:

1. Data is analyzed for patterns of learning.
2. If student is showing increased success, instructor plans to fade the number and type of prompts given for instruction of the same task.
3. If student is showing increased success, instructors are changed to ensure generalization
4. If student is showing increased success, student is allowed to practice using the skill in more than one environment, including "real" community environments, to ensure generalization
5. If skill is mastered, the team meets to discuss next steps, whether increasing the complexity of the skill, or teaching a higher skill.
6. If student is not showing progress in attaining a skill, different instructional strategies are attempted, including changing reinforcers or motivating factors, as well as types or level of prompting.
7. If student shows continued lack of progress, team is convened to discuss a plan. Goal(s) may be changed.

Not Evident 1	Somewhat Evident 2	Full Implementation 3	N/A

Column Totals: ___x1= ___x2= ___x3=

Overall Total: _____

Teacher Name: _____

Observer: _____ Title: _____ District: _____

Dates of observation/verification: _____

Observer – You may verify the following by either observing the skills or asking the teacher, i.e., “how do you...?”

Check the column which applies (Put “N/A” if not appropriate)

Changing or Eliminating Non-Desired Behaviors

1. All staff are well-versed in the details of the Behavior Intervention Plan (BIP) (PBIP or CBIP)

Not Evident 1	Somewhat Evident 2	Full Implementation 3	N/A

To increase use of the replacement behavior:

2. Student is taught the replacement behavior (s).
3. Staff intentionally model the replacement behavior to allow the student to practice to ensure learning.
4. Student is instructed to practice using the replacement behavior in non-stressful times and settings.
5. At the beginning of the instructional period, student is reminded to use the replacement behavior to get his/her needs met, if appropriate.
6. Student is reminded at the beginning of instructional period of reinforcers to be earned for appropriate use of replacement behavior (Eg, verbal, pictures), if appropriate.
7. If student begins to show signs of using the non-desired behavior, student may be prompted to use the replacement behavior. (Verbal, pictures, modeling)
8. Staff ensure that tools or supports the student may need for replacement behavior (Eg, communication boards or cards, weighted vest, access to calming area) are readily available.

Not Evident 1	Somewhat Evident 2	Full Implementation 3	N/A

Total checks in column _____

- 9. If student attempts to use the replacement behavior, staff immediately reinforces, prompts or encourages according to the plan.
- 10. If student uses the replacement behavior, reinforcement is given exactly as specified in the plan.
- 11. Staff chart incidence of prompting and interventions to increase the replacement behavior, as specified in the plan.
- 12. Staff chart incidence of the use of the replacement behavior, as specified in the plan.
- 13. Staff chart incidence of reinforcement given for use of the replacement behavior, as specified in the plan.
- 14. Team continues to evaluate effectiveness of the reinforcer (to ensure that student continues to be motivated by that reinforcer).
- 15. Team meets regularly to review progress toward use of the replacement behavior.
- 16. If student is increasing in successful use of the replacement behavior, a plan is made for fading the number of interventions and/or reinforcement.

Not Evident 1	Somewhat Evident 2	Full Implementation 3	N/A

Total checks in column _____

To decrease use of the non-desired behavior:

1. Student is reminded, as appropriate, at the beginning of the instructional period to use the replacement behavior to get his/her needs met, rather than the non-desired one. (Pictures, modeling, verbally, etc as above).
2. Student is reminded, as appropriate, of the reinforcers to be earned for lack (or reduction of) non-desired behavior, if specified in the plan.
3. At the beginning of the instructional period in which a non-desired behavior is likely to occur, staff ensure that all necessary accommodations and supports are in place, as specified in the plan. (Eg, appropriate materials, environment, level of instruction, people, etc).
4. If student shows signs of using the non-desired behavior (escalation), student may be prompted (or reminded) to use the replacement behavior. Student may also be reminded of potential reinforcers, according to the plan.
5. Staff redirect student to another place or activity or change the stimulus as necessary to reduce use of non-desired behavior
6. If student completes a specified amount of time without the use of the non-desired behavior, student is immediately reinforced as specified in the plan.
7. Staff collect data on the use of interventions to reduce the non-desired behaviors as specified in the plan.
8. Staff collect data on the incidence of the non-desired behavior.

Not Evident 1	Somewhat Evident 2	Full Implementation 3	N/A

Total checks in column _____

9. Staff collect data on the incidence of reinforcement earned for reducing or eliminating the use of the non-desired behavior.
10. Team meets regularly to analyze the data.
11. If student is improving in reduction of the non-desired behavior, fading may begin to reduce the level of prompting and/or reinforcement needed.
12. If student is improving in the reduction of the non-desired behavior, staff may be rotated to assure generalization.
13. If the behavior increases again, the interventions and reinforcement may be increased to readdress.

Not Evident 1	Somewhat Evident 2	Full Implementation 3	N/A

Column Totals:

___x1=

___x2=

___x3=

Total _____

Average _____

(divide total by number of items scored, do not include "N/A's")

Ventura County SELPA
Mary E. Samples, Assistant Superintendent

Applied Behavior Analysis (ABA) Verification

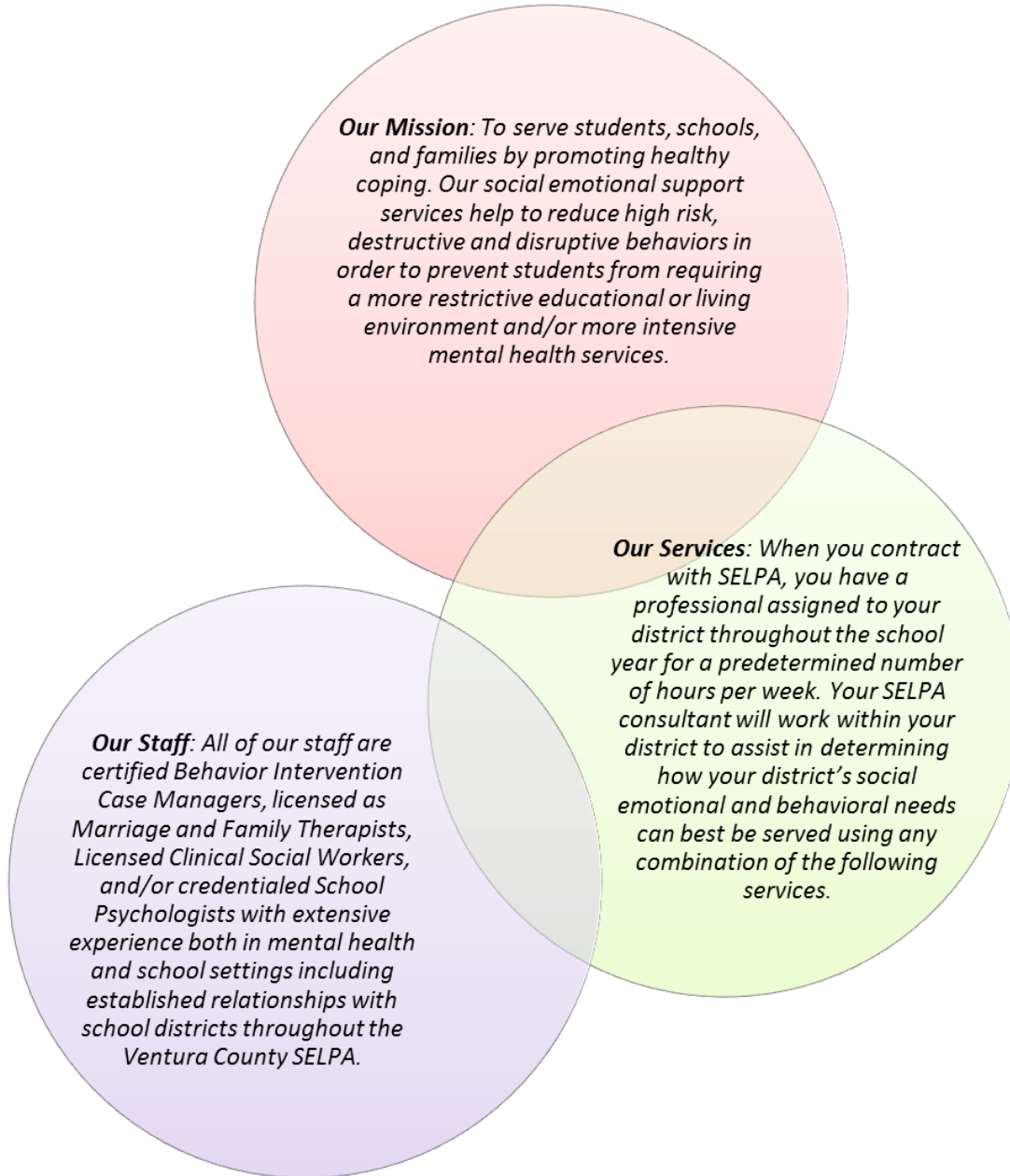
This certificate recognizes

meets standards for implementation of ABA strategies
in the educational setting.

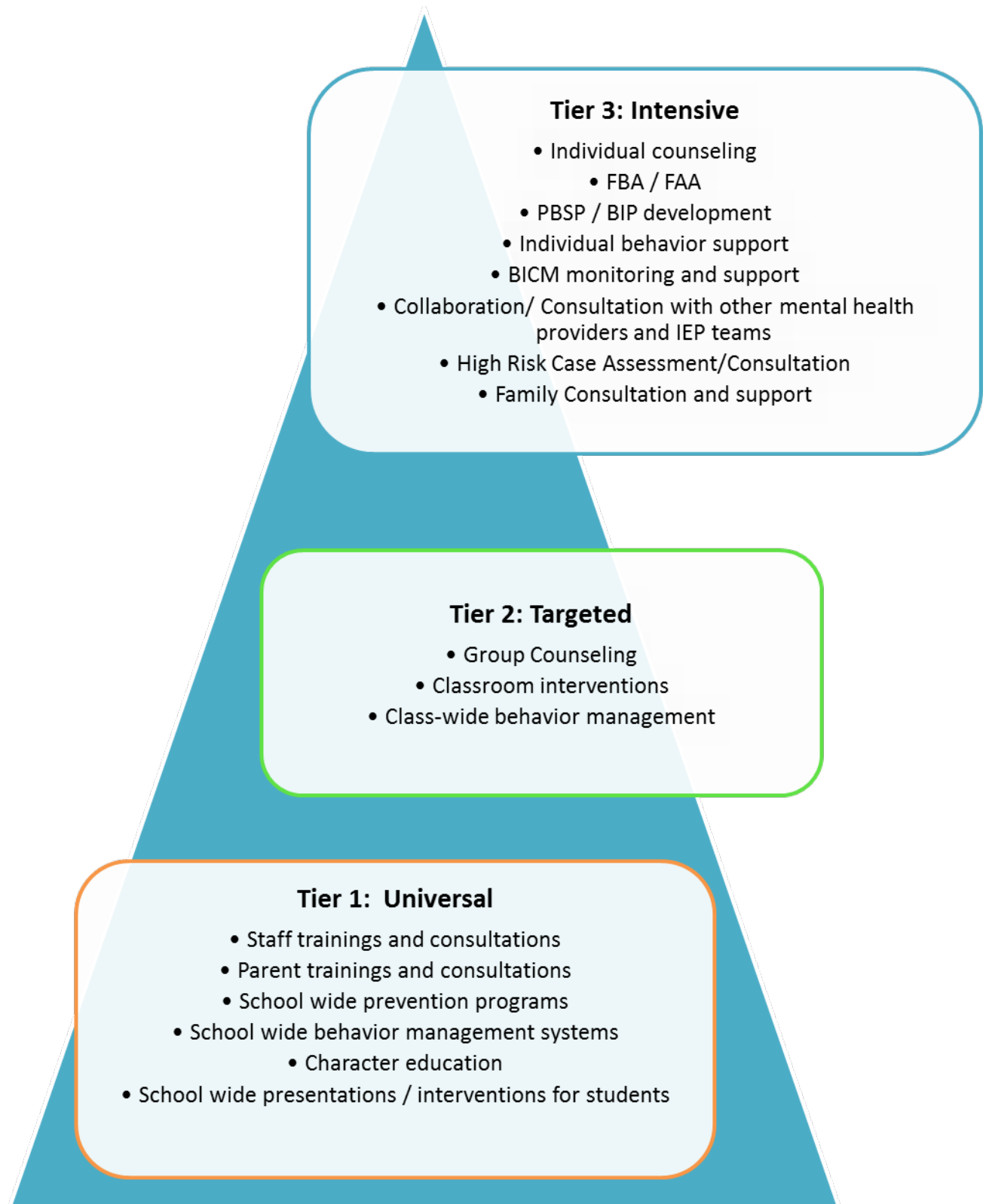
Fran Arner-Costello
Director, Programs & Services

Date

SELPA Social/Emotional Support Services



How our services fit into the RtI² Model



Menu of Services

Preventative Counseling Services, Group and Individual

Types of groups and individual counseling services (evidence based, 6-12 weekly sessions)

❖ **Self-Regulation:**

- Anger Management
- Mood Management
- Anxiety Management
- Executive functioning
- ADHD symptoms
- Organizational skills
- Problem Solving Skills

❖ **Coping with Life Stressors:**

- Grief and Loss
- Stress Management
- Coping Skills
- Substance Abuse Prevention

❖ **Acting Out Behaviors:**

- Physical Aggression
- Verbal Aggression

❖ **Social Skills:**

- Getting along with others
- Increasing Motivation
- Bullying Prevention and Intervention
- Conflict Resolution
- Positive Choices
- Safe Choices

❖ **Severe Internalizing Behaviors:**

- Reducing self-injurious behaviors
- Suicide prevention
- School Refusal

Parent Counseling and Training:

- ❖ Intensive family problem solving (related to student's performance in school)
- ❖ Family consultation and linkage to resources
- ❖ Managing challenging behavior
- ❖ Education regarding mental health disorders and disabilities
- ❖ Sibling support and linkage to resources

Behavior Intervention and Support Services:

- ❖ Behavior Consultation
- ❖ Functional Assessments (FAA/FBA)
- ❖ Positive Behavior Support Plans and Behavior Intervention Plans (PBSP and BIP)

School Wide Supports

- ❖ Program development
- ❖ Consultation for school wide or classroom program development
- ❖ School wide presentations / interventions for students (i.e. anti-bullying, tolerance training, coping skills, study/organizational skills, increasing motivation)
- ❖ Pilot prevention and early intervention program currently running at EO Green Junior High School, RtI² model (only if funded for non-special education)
- ❖ Collaborative relationship with CLU MFT program, which facilitates extension of services. Under the supervision of a SELPA clinician, CLU trainees can run group therapy sessions for no additional fee, which can extend the number of students served.
- ❖ Crisis Debriefing

❖ **IEP team support:**

- IEP attendance
- Consultation to team members
- Writing social/emotional goals
- Paraeducator training and inservice
- Collaboration with counseling provider
- Classroom management
- High risk case consultation to assist teams in determining primary factors contributing to school related deterioration and or high risk behaviors.
- For those at risk of a more restrictive placement: case consultation to assist school district in assessing and providing support to avoid more intensive social emotional services and/or placement

Trainings and Consultations for Teachers, Support Services Staff, Administrators:

- ❖ Social Work Services: case management, consultation and collaboration
- ❖ Managing challenging behaviors
- ❖ Education regarding mental health disorders
 - Anxiety
 - Mood Disorder
 - Disruptive Behavior Disorder
 - Tourette's Syndrome
 - Self-Injurious Behaviors
 - Suicide Risk
 - Autism Spectrum Disorders
 - Executive Functioning Challenges
 - Limit Setting and Boundaries
 - Thought Disorders
 - Impulse Control Disorders
 - Conduct Disorders
- ❖ Positive behavior support plans and implementation
- ❖ Developing social-emotional goals
Paraeducator training and follow-up support

Dates and registration for: **Non-Violent Crisis Prevention Intervention Trainings (NCPI)** available at:

www.venturacountyselpa.com

2014-2015 NCPI Events

LEVEL ONE

Aug 20-21	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Sept. 9-10	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Oct. 7-8	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Oct. 21-22	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Nov. 13-14	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Dec. 2-3	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Jan. 7-8	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Jan. 20-21	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Feb. 11-12	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Feb. 19-20	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
Mar. 18-19	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
April 14-15	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
May 6-7	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2
June 2-3	8:00 AM 8:00 AM	3:30 PM 11:30 AM	NCPI Level One – Day 1 NCPI Level One – Day 2

REFRESHERS

Sept. 10	12:00 PM	3:30 PM	NCPI Refresher (PM)
Sept. 12	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher – Preventative Techniques (AM) NCPI Refresher (PM)

Dates and registration for: **Non-Violent Crisis Prevention Intervention Trainings (NCPI)** available at:
www.venturacountyselpa.com

Sept. 25	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher (AM) NCPI Refresher (PM)
Oct. 8	8:00 AM	11:30 AM	NCPI Refresher- Enhancing Verbal Skills (AM)
Oct. 15	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher- PBIS (AM) NCPI Refresher (PM)
Oct. 22	12:00 PM	3:30 PM	NCPI Refresher (PM)
Oct. 24	8:00 AM	11:30 AM	NCPI Refresher (AM)
Oct. 29	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher (AM) NCPI Refresher- Bullying (PM)
Nov. 6	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher (AM) NCPI Refresher (PM)
Nov. 25	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher (AM) NCPI Refresher (PM)
Dec. 3	12:00 PM	3:30 PM	NCPI Refresher (PM)
Jan. 8	12:00 PM	3:30 PM	NCPI Refresher (PM)
Jan. 21	12:00 PM	3:30 PM	NCPI Refresher- Enhancing Verbal Skills (PM)
Jan. 23	8:00 AM	11:30 AM	NCPI Refresher (AM)
Feb. 4	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher (AM) NCPI Refresher- Preventative Techniques (PM)
Feb. 12	12:00 PM	3:30 PM	NCPI Refresher (PM)
Feb. 25	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher- PBIS (AM) NCPI Refresher (PM)
Mar. 19	12:00 PM	3:30 PM	NCPI Refresher (PM)
Mar. 24	8:00 AM 12:00 PM	11: 30 AM 3:30 PM	NCPI Bullying Refresher (AM) NCPI Refresher (PM)
Mar. 31	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher (AM) NCPI Refresher (PM)
Apr. 16	12:00 PM	3:30 PM	NCPI Refresher (PM)
May 7	12:00 PM	3:30 PM	NCPI Refresher (PM)
May 21	8:00 AM 12:00 PM	11:30 AM 3:30 PM	NCPI Refresher (AM) NCPI Refresher (PM)
June 4	12:00 PM	3:30 PM	NCPI Refresher (PM)

Dates and registration for: **Non-Violent Crisis Prevention Intervention Trainings (NCPI)** available at:
www.venturacountyselpa.com

SPECIALTY REFRESHERS

Dec. 11	8:00 AM	3:00 PM	APT NCPI Refresher
Jan. 15	8:00 AM	3:00 PM	ASD NCPI Refresher

PARENT TRAININGS

Oct. 11	8:00 AM	3:00 PM	Parent and Caregiver Training
Nov. 21	8:00 AM	3:00 PM	Parent and Caregiver Training
Feb. 7	8:00 AM	3:00 PM	Parent and Caregiver Training
Apr. 17	8:00 AM	3:00 PM	Parent and Caregiver Training



Behavior Emergency Report

Ventura County SELPA

EC56521.1 (a): “Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs or others and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to control the behavior.” **EC 56521.1 (e).** To prevent emergency interventions from being used in lieu of planned, systematic behavioral interventions, the parent, guardian, and residential care provider, if appropriate, shall be notified within one school day if an emergency intervention is used or serious property damage occurs.

All school districts in the Ventura County SELPA or Non-Public Schools serving Ventura County SELPA students may only use techniques of emergency intervention taught by a certified instructor of the Nonviolent Crisis Intervention® program.

Student: _____ **Date:** _____ **Time:** _____

Age: _____ **School:** _____ **SSID:** _____ **District:** _____

Setting & Location of Incident: _____

Description of Incident: _____

Emergency Intervention used (if applicable): _____

People involved (names/titles): _____

Staff person(s) completing report (names/titles): _____

Amount of time emergency procedure was used (if applicable): _____

Injury/Medical involvement: _____

Law Enforcement Agency called: Yes No

If Yes - Name of Person Who Took The Report: _____

This student has an FBA-based Behavior Intervention Plan: Yes No

Staff Involved will review incident and complete the information on the Behavior De-briefing Worksheet.

Copies to: District Office Site SELPA



Behavior De-briefing Worksheet

EXAMPLES OF OBSERVABLE BEHAVIOR		DESCRIBE STUDENT BEHAVIOR/DESCRIPTION OF INCIDENT	CHECK STAFF RESPONSE USED/EMERGENCY INTERVENTION	EXAMPLES OF STAFF BEHAVIOR/ INTERVENTION TECHNIQUES	
Pacing, nervousness, shaking, change in eye contact, change in facial expression, change in posture, movement to specific area, change in rate of speech	ESCALATION STAGE	ANXIETY:	<input type="checkbox"/> proximity <input type="checkbox"/> counseling <input type="checkbox"/> restructure <input type="checkbox"/> routine/environment <input type="checkbox"/> accommodate <input type="checkbox"/> materials/expectations <input type="checkbox"/> referral to: _____ _____ _____	Move close to student w/o invading personal space; active reflective listening; attend to complaints/requests; simplify work; change directions; offer help; separate from bothersome stimuli; calming techniques; give choices	
Loud noises or speech, questions, refusals, swearing, name calling, challenging, threatening, increase in breathing and/or heart rate.		DEFENSIVE: (question, refuse, vent, intimidate)	<input type="checkbox"/> redirect, restate direction <input type="checkbox"/> set limits <input type="checkbox"/> minimize attention during calming within group <input type="checkbox"/> separate student from group <input type="checkbox"/> separate the group from student	Use simple clear language; reasonable; enforceable and understandable limits; restate positive consequences; separate from group; remove dangerous implements; assemble team members, allow venting.	
Hit/kick/throw objects <u>at other people</u> , running in dangerous area (e.g., street), self injury (e.g. pounding on windows, stabbing with pencil). Note: For "serious property damage," restraints may not be used.	DANGEROUS BEHAVIOR	ACTING OUT:	Intervention Team: _____ <input type="checkbox"/> clear area <input type="checkbox"/> visual supervision <input type="checkbox"/> block <input type="checkbox"/> release <input type="checkbox"/> child restraint <input type="checkbox"/> team restraint <input type="checkbox"/> escort <input type="checkbox"/> call administrator <input type="checkbox"/> other _____ _____	DEBRIEFING/INTERVENTION/PREVENTION	Maintain safe distance from acting out person; remove bystanders if still in area, plan for team intervention if necessary, implement non harmful, physical intervention as a last resort.
Reduction of above behaviors, can answer simple questions rationally, can follow simple directions such as "Take a deep breath", briefly discuss incident w/o re-escalation, breathing and heart rate return to resting rate.	SELF CONTROL RE-ESTABLISHED	TENSION REDUCTION:	<input type="checkbox"/> review events <input type="checkbox"/> review schedule <input type="checkbox"/> make plan: _____ _____ _____ _____ _____ _____ _____		Give time to calm down, discuss incident, review incident w/ acting out person for alternative behavior. For individuals w/cognitive limitations review rules, review schedule, return to successful activity and reinforcement.
		INJURY/MEDICAL:		<input type="checkbox"/> sent to nurse/health office <input type="checkbox"/> first aid <input type="checkbox"/> CPR <input type="checkbox"/> 911 Paramedics	

REMINDER: Refer to "Behavioral Emergency Report Checklist"

Reviewed by: _____

Designated Administrator

Copies to: District Office

Site

SELPA

MANIFESTATION DETERMINATION REVIEW WORKSHEET (CFR 300.530)

(for behavior subject to suspension beyond ten days which is considered to be a pattern that results in a change of placement OR expulsion)

Ventura County SELPA IEP

Student Name _____ D.O.B. _____ Meeting Date _____

Behavior(s) subject to disciplinary action:

For suspension list all for which student has been suspended this year: _____

For expulsion describe behavior subject to expulsion: _____

Disciplinary action proposed: Suspension beyond 10 days (if pattern of removals) Expulsion proceedings

The district, parent, and relevant members of the IEP team must review all pertinent information in the student's file, to include:

- *IEP and all recent assessment reports*
- *Teacher observations*
- *Relevant information provided by the parent and/or student*
- *Health, counseling, discipline, attendance, & other records (as appropriate)*

The team agrees:

- The behavior in question was caused by, or had a direct and substantial relationship to, the student's disability. Yes No
(for suspension, if more than one, list and indicate Yes or No for each) _____

- The behavior in question was a direct result of the district's failure to implement the IEP. Yes No

(If either of the items is checked "yes," the behavior must be considered a manifestation of the disability.)

THE IEP TEAM AGREES THAT THE BEHAVIOR IS A MANIFESTATION OF THE STUDENT'S DISABILITY. Yes No

If yes:

1. If the IEP was not implemented appropriately, the following steps will be taken to remedy the problem:

2. The team must conduct a functional behavioral assessment (FBA) and develop a behavior intervention plan (BIP) for the student. If a BIP based on a FBA has already been developed, it will be reviewed and modified as appropriate to address the behavior. The student will return to his/her current program, unless a change is agreed to by the IEP team.

3. The student will not be recommended for expulsion or suspended further for the above behavior(s) at this time. If the behavior was a result of the district's failure to implement the IEP, and that failure is resolved, a Manifestation Determination review may be conducted if the behavior occurs again.

If no:

The relevant disciplinary procedures applicable to all students may be used.

Student placed in Interim Alternative Education Setting (IAES).

Dates (not to exceed 45 business days): From _____ To _____ Location _____

Plan for providing special education services in IAES _____

VENTURA COUNTY SELPA

WORKSHEET FOR DETERMINATION OF PATTERN OF SUSPENSION RESULTING IN CHANGE OF PLACEMENT (CFR 300.536)

(To be conducted by school personnel, including at least the special education case manager and school administrator)

Student name: _____ D.O.B. _____

1. Suspensions this school year: (Suspension for all or part of a school day count as one day of suspension)

Dates	Reason

Total days: _____

Check any of the following that apply:

- The behaviors resulting in the suspensions were substantially similar to each other
- One or more suspensions were unusually long (causing a disruption to the student's education)
- The suspensions were close enough together to cause a disruption to the student's education

If any of the above are checked, the suspensions are considered to be a pattern resulting in a change of placement. A Manifestation Determination Review must be conducted, prior to suspending student beyond ten cumulative school days.

If not a pattern, note the services needed, if any, to enable the student to participate in the general curriculum and make progress toward IEP goals, if suspended beyond ten days. (CFR 300.530 (d)(4)) (Requires at least one of the student's teachers)

Signature	Title

This pattern analysis must be conducted for every incident in which student becomes subject to suspension.



Mary E. Samples, Assistant Superintendent
Ventura County SELPA

*Guidelines for
Suspension and Expulsion
of
Special Education Students
2013*

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Guidelines for Implementation of Intensive Social Emotional Services (ISES) in the Schools, Provided by Ventura County SELPA (SELPA) with Ventura County Behavioral Health (VCBH) and other Contractors

The Ventura County SELPA and Ventura County Behavioral Health (VCBH) have a long history of collaboration on behalf of students with emotional disabilities in Ventura County. We have successfully worked together to address student needs resulting in better outcomes in emotional stability and reduction of incidence of out of home placement. This document addresses responsibilities of VCBH, however, Intensive School-Based Therapist (ISBTs) from other agencies are responsible for the same activities specified herein.

Organizational Structure:

- SELPA will work with the five ISES Regional Councils (comprised of school districts within the Region) to identify student needs for ISES services in their region. VCBH to participate on the appropriate regional councils, with contractors as well.
- Representatives of Ventura County NPSs, and VCBH Clinic Administrators (CAs) and managers supervising ISBTs serving the NPSs will meet with SELPA twice a year to discuss the ISES program.
- The SELPA will contract with VCBH and other contractors to provide clinical professionals to provide Special Education Related Services (known as “Intensive School-Based Therapists” (ISBT)).
- VCBH CAs will supervise all VCBH employees. Other ISBTs will be supervised by the contracting agency.
- CAs will work with the Regional Councils to discuss needs and concerns, as well as allocation of staff, and provide ongoing consultation regarding status of services.
- Each Regional Council will establish procedures for communication regarding ISES services, including referrals to other community based services
- VCBH, SELPA and other Contractor’s administration will meet regularly to discuss the program, services and needs in the ISES Oversight Committee. Contractors to participate also.

Student Assessment/Determination of Need for Services:

- Student must already be Special Education eligible.
- In the case of a student who displays severe emotional or behavioral needs or is at risk for residential placement, concurrent referral to ISES along with Special Education eligibility assessment can be made. The District Director of Special Education or designee will collaborate with the CA or Contractor about the appropriateness of the concurrent assessment.

- School team requests ISES assessment.
- School team generates Assessment Plan with “Social/Emotional” indicated, with “Intensive School-Based Therapist” and “School Psychologist” noted. This may or may not happen within the context of the IEP meeting.
- School Assessment Team Lead (ATL) calls the CA or contractor and informs them that the Assessment Plan has been generated.
- CA and ATL collaborate together regarding obtaining parent consent on Assessment Plan, Consent for Mental Health Services (VCBH only), and Consent for Exchange of Information for Intensive Social/Emotional Assessment and Services. A representative of VCBH or contractor must be present to witness parent consent to the Consent for Mental Health Services.
- If VCBH/Contractor is requested to attend an IEP meeting at which ISES will be discussed, the CA or designee may attend for the portion of the IEP in which the services are being discussed. If ISES services are being considered, the school team will initiate the ISES assessment packet and have it available at the meeting. Whenever possible, specific days and times will be set aside for ISES IEP meetings, to assist VCBH/Contractor in scheduling.
- Once Assessment Plan is signed, the 60 calendar day timeline for assessment starts.
- If there is any difficulty obtaining Consent for Mental Health Services, CA or contractor will communicate with the ATL within one week.
- Once Assessment Plan is signed, a copy will be forwarded to the CA by the ATL, along with the completed “Background Information for Social/Emotional Assessment by Intensive School-Based Therapist” and the “Record of Social/Emotional and Behavioral Interventions” form. The Background Information form will indicate the date the assessments results are needed for development of the assessment report. If there are concerns about the requested date, the ISBT and ATL will communicate to resolve the concern.
- CA/Contractor assigns assessment to an ISBT. CA/contractor will contact the ATL to inform them of the name of the clinician who has been assigned.
- ATL facilitates entering of ISBT’s name into IEP software (except VCBH) as a Provider, to facilitate meeting notices.
- ISBT contacts the ATL to discuss the student needs and make arrangements for file review and school visit. Will discuss IEP date as well as timeline for completion of assessment report.
- ISBT contacts family to begin the assessment.
- ISBT conducts assessment in the school, clinic, and/or other community setting, which should include teacher interview and may also include student observation.
- ISBT participates in review of the student’s school file. ATL is responsible to make sure the ISBT has access to the files.
- ISBT summarizes recommendations for inclusion in the Assessment Report for Intensive Social/Emotional Services, using the Input to Intensive Social/Emotional Services (ISES) Assessment Report. The DSM diagnosis will be indicated under “Results of Assessment.”
- VCBH ISBTs will utilize the VCBH protocol for secure electronic transmission of confidential information, which requires the recipient to establish a user name and password.
- School Psychologist conducts new assessment or review of records, and summarizes findings for the report, either the “Consideration of Need for ISES Services” or a “Multi-disciplinary Psychoeducational Report.”

- The report will be available at the IEP meeting, which will be held within 60 calendar days of receipt of a signed Assessment Plan. The ISBT is given a copy of the final report.
- If the district convenes a planning meeting prior to the IEP to discuss findings and preparation for the IEP meeting, the ISBT will be in attendance.

IEP Meeting:

- District will assure that ISBT receives written notice of the IEP meeting at the same time as all other IEP team members.
- ISBT attends IEP meeting to discuss assessment findings. If not able to attend, their CA or supervisor will be in attendance to discuss findings. If no ISBT is able to be in attendance, the parent will be requested to sign a "Team Member Excusal" form. If the parent agrees to the Team Member Excusal, the ISBT will meet with the parent before the meeting to discuss his or her recommendations. If the parent does not agree to the Excusal, the IEP team meeting will be rescheduled.
- The ISBT will participate as a member of the IEP team, sharing assessment findings and discussing options. Final decision about the offer of FAPE will be made by the parent and school district representative.
- If it is agreed that the student will receive ISES services provided by an ISBT, the following are options for the IEP team:
 - "Individual Counseling" - One-to-one counseling, provided by a qualified individual pursuant to an IEP. Individual counseling is expected to supplement the regular guidance and counseling program.
 - "Counseling and Guidance Services" - Counseling in a group setting, provided by a qualified individual pursuant to an IEP, typically in social skills development. Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. (Known as "Group Therapy" in VCBH terms)
 - "Social Work Services" Includes, but is not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. (Known as "Case Management" in VCBH terms).
 - "Parent Counseling - Individual or group counseling provided by a qualified individual to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills. Does not include Family Therapy. (Known as "Collateral" in VCBH terms).
 - "Behavior Intervention Services" – A Systemic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social context, public events, and placement in least restrictive environments.

- The IEP will note the minimum number of minutes/hours per week, month or year, for each service specified, using input from the ISBT.
- Location may be “gen education class”, “sped class” or “service provider location.” Service provider location would only be used if the student is seen by the ISBT in the clinic.
- If there is any planned delay in the start date for any specific service, it will be noted under “start date” and if services are expected to end prior to the next review (i.e. group counseling), the “end date” will be noted.
- The offer of FAPE will indicate that the student is receiving Intensive Social/Emotional Services in order to address his or her goals.
- If the IEP team agrees to offer any services during the summer months, it should be noted in the “offer of FAPE” as minimum number of sessions of each service between regular school sessions.
- Provider of ISES will be “District of Service (DOS),” Non Public Schools (NPS) or “County Office of Education (COE).” All students enrolled in Phoenix or Triton Academy programs will have “COE” noted.
- ISBT and Special Education Case Manager (CM) will collaborate together to develop social/emotional goals which are measurable in the educational environment. ISBT will be noted as one of the “Responsible Disciplines” for the goal, but the CM will most often be the first discipline noted.
- The ISBT will receive a copy of the complete IEP.

Accountability for Services and Goals:

- The ISBT will provide the district with a list of each type of service provided and number of minutes per service on a monthly basis, to be placed in the student’s Special Education file. Case notes will be kept in the VCBH/Contractor chart.
- The CM is responsible for assuring that all Related Services are provided as per the IEP.
- If there is a concern about provision of services, (for example, if the student or family are not participating) the ISBT and/or CM will confer. The CM will communicate with the Special Education Administrator, who will work with the CA/Contractor to resolve the issue. If unable to be resolved, the IEP team may need to be reconvened to address the issue.
- The CM is responsible to collect data about outcomes toward goals, as measured in the educational environment.
- The CM is responsible for reporting progress toward goals at the time of Report Cards. The CM will communicate with the ISBT in development of the progress report if necessary.

Crisis Intervention

- Crisis intervention is not provided through ISES services.
- If an ISES student is experiencing a mental health crisis while receiving individual/group counseling services, ISBT will follow their protocol in providing counseling and/or social work services and inform school personnel.
- If an ISES student is experiencing a *serious* mental health crisis at school that requires an evaluation for safety, harm to self or others, ISBT will collaborate with school personnel to ensure the student’s safety.

- If ISBT is **not** present during a **serious** mental health crisis, school personnel will follow their district protocol for addressing the crisis.
- In cases of imminent risk of danger, the Children's Intensive Response Team (CIRT) (Ventura County), or Psychiatric Mobile Response Team (LA County) will immediately be called. School staff will remain with the student until released to family or transported to a facility.

Changes to ISES Services:

Addition or Reduction of Service -

- If the ISBT feels that the services are not appropriate for the student, for example intensity or a different service is needed; he or she will communicate with the CM.
- The CM will communicate with his or her administrator, and if it is decided to consider changing a service an IEP meeting will be held. If the student is attending an NPS, the NPS administrator will communicate with placing district administrator regarding scheduling an IEP meeting to discuss services. If agreed, the IEP will note the changes.
- Minor changes to services can be made through an IEP Addendum.

Dismissal from Service -

- If any member of the IEP team feels that the student no longer needs ISES services, they will communicate with the Special Education administrator.
- If agreed, an IEP team meeting will be convened to discuss dismissal.
- At the meeting, progress reports toward goals will be reviewed.
- If the team agrees that ISES services are no longer required to assist a student in accessing his or her Special Education program, then the IEP will indicate the dismissal, and the service(s) will be removed from the IEP.
- If student is attending a school in which ISES services are an integral part of the program, a plan will be made to return to a lesser restrictive school option. ISBT will assist with the transition and fading of services.

Medication Management:

If the ISBT feels that a student may benefit from psychiatric oversight for medication purposes, the ISBT will work with the family in identifying possible resources for psychiatric services, which may include public or private providers. Medication management is not a Special Education or related service that would be provided by the IEP team.

Referral to COEDS - Student must already be receiving ISES services for at least three months before the referral is made. (In rare circumstances, the IEP team may determine that a referral to COEDS is necessary and urgent and a simultaneous referral to ISES may occur. The SELPA Administrator must be informed if this occurs). Student must have an ISES ISBT in order to participate in COEDS.

- District team, including ISBT, considers that the student may benefit from COEDS.

- District representative and ISBT work together to complete the packet and forward to *AspiraNet*. Packet includes parent consent for release of information to and from district and *AspiraNet*.
- Once the referral packet is complete, the *AspiraNet* manager will communicate with the District representative to discuss the referral and set the IEP date.
- IEP team meeting is convened, which includes a representative of the COEDS program, and if appropriate, the COEDS offer is made, with an appropriate Option selected. A description of the COEDS program and option will be indicated in the Offer of FAPE.
- Additional services such as 24/7 Support to be provided will be noted in the offer of FAPE.
- The COEDS team will make arrangements to begin to work with the family as soon as the IEP is completed.
- The ISBT that serves the student in school and CM will become members of the Family Support Team, and will attend meetings at least once a month.
- At least once a month the Family Support Team meeting will be held at the school, to allow for participation by teachers and other school staff as appropriate.
- If the family and/or student is not participating in good faith with COEDS, COEDS staff and ISBT will work with family and school district to identify barriers, or consider scheduling an IEP to discuss or change services.
- Services provided by the COEDS program will be reviewed by the IEP process at least every six months. The IEP meeting will include COEDS staff.

If a member of the IEP team feels that COEDS is no longer appropriate or needed, an IEP team meeting will be held to discuss the appropriateness of the service. If the IEP team agrees that COEDS is no longer needed, the IEP will be changed to indicate dismissal from COEDS.

Residential Placement:

- If any member of the IEP team is considering Residential Placement to address educational needs, the district administrator will be notified.
- If it is agreed to proceed with assessment, an Assessment Plan for evaluation for Residential Treatment will be generated. "Other" will be checked and Consideration of Residential Treatment specified. The district School Psychologist and ISBT (if applicable) will be noted as assessors.
- Once the signed Assessment Plan is received, the Consideration of Need for Residential Treatment assessment will be conducted within 60 days of signed Assessment Plan. The district School Psychologist and ISBT will conduct the assessment, including input from student, family, teacher(s), and COEDS staff if appropriate.
- An IEP meeting will be held, with the ISBT in attendance.
- Assessment results will be shared and discussed.
- The "Consideration for Residential Treatment Services" IEP form will be completed.
- If it is determined that Residential Treatment Services are recommended, the School District administrator will work with the Residential Placement Consultant to locate an appropriate placement. There are two SELPA Residential Placement Consultants who may work with districts and families.
- The Residential Placement Consultant will complete the placement packet in collaboration with the school district.

- The “Parent/School District Agreement for Residential Placement” form will be completed and signed by parent, district administrator, and Residential Placement Coordinator.
- “Residential Treatment Services” will be noted on the Student Information and Services page of the IEP, 10,080 minutes a week, service provider location.
- The Individual Counseling, Counseling and Guidance, Social Work Services, Parent Counseling and Training and/or Behavior Intervention Services the student will receive will be noted on the Student Information and Services page of the IEP with frequency and duration noted. Location will be “service provider location” and provider will be “DOS.”
- Once placement is determined, an IEP Addendum meeting may be held to provide a full description of the program in the offer of FAPE, number of school days, and whether or not ESY is necessary to avoid regression of academic gains.
- The form “Worksheet for Specialized Out of District Placement” will be completed, specifying the skills and abilities the student must demonstrate to be ready to return home.
- It is recommended that an IEP review be held within 30 days of placement, to clarify program and services and review student’s progress and appropriateness of the placement.
- The Residential Placement Consultant will visit the student in placement at least 3 times per year and participate in IEP review at least every six months.
- Based on student progress on IEP goals the IEP team will determine when student, may be brought back from the Residential Placement to access lesser restrictive school options.
- The IEP team will consider COEDS and other lesser restrictive options when bringing a student home from Residential placement.



Mary E. Samples, Assistant Superintendent

**CONSENT FOR EXCHANGE OF INFORMATION
FOR INTENSIVE SOCIAL/EMOTIONAL
ASSESSMENT AND SERVICES**

Student: _____
Name Birthdate

I, the undersigned, hereby give consent to _____ (Agency) to release all social/emotional assessment results regarding the above named student to the _____ (School District) for inclusion in the educational records to be used for planning an effective school program.

I also give consent to _____ (School District) to give access to the student's confidential education file to _____ (Agency) to assist in gathering information for assessment purposes.

A photocopy of this is as valid as the original.

This consent remains in effect for one year from date of signature or until revoked in writing.

Signature of Parent or Guardian: _____

Relationship to student: _____
Parent/Guardian

Date: _____

WITNESS: _____ (Signature)

_____ (Address)



Mary E. Samples, Superintendente Auxiliar

**CONSENTIMIENTO PARA EL INTERCAMBIO DE
INFORMACIÓN PARA LA EVALUACIÓN Y SERVICIOS
SOCIALES/EMOCIONALES INTENSIVOS**

Estudiante: _____
Nombre F.d.N

Yo, el abajo firmante, por este medio doy consentimiento a _____
(*Agencia*) a entregar todos los resultados de la evaluación social/emocional con respecto a el
estudiante antes mencionado al _____ (*Distrito Escolar*) f para
su inclusión en los registros educativos que se utilizarán para la planificación de un programa
escolar efectivo.

También doy consentimiento a _____
(*Distrito Escolar*) para dar acceso al expediente de educación confidencial del estudiante a
_____ (*Agencia*) para asistir en la recopilación de
información para la evaluación.

Una fotocopia de esta es tan válida como la original.

Este consentimiento permanecerá en efecto por un año desde la fecha de la firma o hasta
que sea revocado por escrito.

Firma del Padre o Tutor: _____

Relación al estudiante: _____
Padre/Tutor

Fecha: _____

TESTIGO: _____ (*Firma*)

_____ (*Domicilio*)

Ventura County SELPA

**Background Information for
Social/Emotional Assessment by Intensive School-Based Therapist**

This form located at www.venturacountyselpa.com

Student Name: Click here to enter text.

Age: Click here to enter text.

District: Click here to enter text. School: Click here to enter text. Grade: Click here to enter text.

Current Placement: Click here to enter text.

Parent Name: Click here to enter text.

Address: Click here to enter text.

Email: Click here to enter text. Home phone: Click here to enter text.

Cell phone: Click here to enter text. Work phone: Click here to enter text.
(indicate best way to reach parent and whether it is okay to leave voice messages.)
Click here to enter text.

Assessment Team Lead Name and Title: Click here to enter text.

Email: Click here to enter text. Phone: Click here to enter text.

Special Education Case Manager: Click here to enter text. (If not Team Lead)

Email: Click here to enter text. Phone: Click here to enter text.

School Psychologist: Click here to enter text. (If not Team Lead)

Email: Click here to enter text. Phone: Click here to enter text.

1. (Outside of School) Mental health services the student has received in the past (include names of therapists, if known) – Click here to enter text.
2. Current relevant sources of data in the child's file to be reviewed – Click here to enter text.
3. Types of social/emotional assessments school psychologist plans to conduct – Click here to enter text.
4. Please send results to me no later than: Click here to enter text.

Attachments:

Consent for Exchange of Information Attached To follow in hard copy

Assessment Plan Attached To follow in hard copy

"Record of Social/Emotional and Behavioral Interventions" form.

Ventura County SELPA

RECORD OF SOCIAL/EMOTIONAL AND BEHAVIORAL INTERVENTIONS
--

This form located at www.venturacountyselva.com

This form to be completed before referral to an Intensive School-Based Therapist for assessment for Intensive Social/Emotional Services

Student Name [Click here to enter text.](#) D.O.B. [Click here to enter text.](#) District [Click here to enter text.](#)

- I. Describe how social/emotional or behavioral characteristics impede the student from benefiting from his/her special/education program. Include rate of occurrence and intensity of emotional/behavioral incidences:

[Click here to enter text.](#)

- II. Were these issues addressed as IEP Goals/Objectives in past IEP(s)? If “yes,” attach progress reports for relevant goals. If “no”, give a brief explanation as to why they were not:

[Click here to enter text.](#)

- III. Use the table below to note school counseling and guidance, psychological services, parent counseling and training, social work services, behavior interventions or other school-based interventions that have been implemented to address the goals listed above.

Service Type	Provider	Frequency	Duration	Start Date	End Date
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

- IV. Rationale for district’s decision to request assessment for Intensive Social/Emotional Services by an Intensive School-Based Therapist:

[Click here to enter text.](#)

Ventura County SELPA
Specialist Input to Multidisciplinary Psychoeducational Report

Student Name: [Click here to enter text.](#)

DOB: [Click here to enter text.](#)

Specialist Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Date(s) of assessment: [Click here to enter text.](#)

Assessment administered in (language): [Click here to enter text.](#)

Any relevant background information obtained by this specialist (e.g., medical by PT, linguistic by SLP):
[Click here to enter text.](#)

Any unique behaviors observed in the classroom by this specialist: [Click here to enter text.](#)

Behavior during testing by this specialist: [Click here to enter text.](#)

Any existing assessments reviewed by this specialist (e.g. doctor reports) not also reviewed by
 psychologist:

Date	Type	Assessor
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.

New assessments administered (name and brief description) by this specialist: [Click here to enter text.](#)

Any information about non standard administration of assessment (e.g. subtests only, non-standard
 scoring, translation): [Click here to enter text.](#)

NEW ASSESSMENT RESULTS

Findings: [Click here to enter text.](#)

Brief comments on how abilities may impact educational performance: [Click here to enter text.](#)

(For initials & triennials only) Any indicators of disability observed (use sample report language for list of
 characteristics): [Click here to enter text.](#)

Brief recommendations to enable student to be involved in general education curriculum (or for
 preschoolers, appropriate activities): [Click here to enter text.](#)

Brief recommendations about special education and related services: [Click here to enter text.](#)

(For SLI only) Recommendations about adapted equipment: [Click here to enter text.](#)

End recipient: Please destroy this e-mail once information is compiled into your report.

REFERRAL PROCESS TO PHOENIX

Appropriate Referrals:

- Student meets eligibility criteria as a special education student. In most cases, eligibility will be as a student with Emotional Disturbance, or if another disability, there must be clear documented history of significant emotional issues impacting educational performance. Must have a DSM diagnosis.
- The ability to benefit from a program which includes a behavioral approach combined with intensive individual and group therapy.
- Student is already receiving Intensive Social/Emotional Services (ISES), (at least three months) with an Intensive School-Based Therapist (ISBT).*
*In rare circumstances, the IEP team may determine that ISES are clearly inappropriate and services will have been provided for less than three months. Or, in instances of out of SELPA or out of state transfer, this may not apply.
- A Functional Analysis Assessment or Functional Behavioral Assessment should have been completed, with a resulting Positive Behavior Intervention Plan PBIP or CBIP).

A Complete Referral Packet Requires the Following:

- Phoenix Referral form (Background Information) – use your ISBT to assist in completing the referral
- Consent for Parent Release of Information Form (VCOE or District)
- Most recent IEP and addendums (if any) to that IEP
- At least three months Progress Reports relevant to the social/emotional or behavioral goals
- Most recent Psychoeducational Assessment Report, including assessment findings from the ISBT (if placement is made within 3 months of the Triennial due date, the referring district must complete the assessment).
- Any current OT, PT, Speech Therapy, and/or medical reports
- For students with externalizing maladaptive behaviors, Functional Analysis Assessment or Functional Behavioral Analysis, with Behavioral Intervention Plan or Positive Behavior Support Plan
- Transcript (including CAHSEE and STAR [including CELDT, if applicable] testing results). Must be updated to include any credits received in residential placement.
- Most recent report card.

There are three Phoenix School locations. Two sites in Camarillo serve students K-12. One site in Moorpark serves students grades 2-8. However all referral packets will be sent to Phoenix attention Rene Wheeler at:

Phoenix School, 500 Airport Way, Camarillo, CA 93010
805-437-1400 Or FAX to: 805-437-1492

Once a complete referral packet is received a Case Conference will be set up within 2 weeks.

Case Conference

The case conference will include the following: current district teacher and ISBT (required), referring district representative and Phoenix school staff.

The following information will be discussed at the case conference:

- Student's strengths (both academic and psychological).
- Areas of need (both academic and psychological).
- Current medications; including those which are taken at school.
- Previous school placements.
- What motivates this student?
- What is the IEP team expecting in terms of ISES services?
- Are there any particular "triggers" that we should be aware of? Any dangerous behaviors?
- How will the student benefit from a Phoenix program?
- What will success look like for this student?
- What coping strategies and skills does the student need to show in order to return to district?
- What program options are available for student upon successful return to district?

After the case conference, the Phoenix staff will notify the referring district within two days regarding their recommendation about the appropriateness of a Phoenix placement for this student. If the referring district disagrees with the outcome, a meeting (can be a phone conference) will be held with the administrative staff of the Phoenix school. If the parties are unable to resolve the disagreement, the SELPA Assistant Superintendent will be consulted to assist in resolution.

If it is agreed that Phoenix is an appropriate option for the IEP team to consider for the student, the referring district staff will set up a parent/student tour of Phoenix at possible Phoenix site (in conjunction with Phoenix staff). An IEP meeting will be chaired by the referring district (at the appropriate Phoenix site) to discuss the placement.

If the team agrees to Phoenix placement, the parent will be given the enrollment packet.

The IEP will note the placement at Phoenix, needed transportation, and implementation date. The referring district will be responsible for initiating the IEP paperwork and entering it into the IEP software. Referring district will collaborate with Phoenix staff and ISBT to develop draft goals. A new Student Information and Services page will need to be generated as this IEP will be a change of placement. However, if the current goals are appropriate, they can be adopted. The annual review date can be adjusted to reflect the review of the goals (shortened timeline) or the annual goal date can be extended to reflect the one year annual review date. The form "Specialized out of District Placement" is completed and attached.



VENTURA COUNTY OFFICE OF EDUCATION AND VENTURA COUNTY SELPA
PHOENIX SCHOOL-INTRA-SELPA REFERRAL FORM

Referral Date: Click here to enter text.
Referring District: Click here to enter text.
Contact: Name Click here to enter text. Title: Click here to enter text.
Phone: (Click here to enter text.) Click here to enter text. Email: Click here to enter text.
Current Intensive School-Based Therapist: Click here to enter text.

STUDENT INFORMATION

Student's Full Name: Click here to enter text.
Date of Birth (Mo/Day/Yr): Click here to enter text. Age: Click here to enter text. Sex: Click here to enter text.
Ethnicity: Click here to enter text.
Current School: Click here to enter text. Grade: Click here to enter text.
Primary Language: Click here to enter text. Secondary language: Click here to enter text. EL Yes No (if yes) Overall Level Click here to enter text.
STAR Results: ELA Click here to enter text. Math Click here to enter text. CAHSEE Results: Math Click here to enter text. English Click here to enter text.

PARENT/GUARDIAN/SURROGATE INFORMATION

Parent/Guardian: Click here to enter text. Does Parent have Educational Rights? Yes No
If no, name of Surrogate: Click here to enter text.
Parent/Surrogate Contact Information: Click here to enter text.
Home Phone: Click here to enter text. Work: Click here to enter text. Cell Phone: Click here to enter text.
Best number to call - indicate if okay to leave a message: Click here to enter text.
Address: Click here to enter text.
Number and Street, Apt/Bldg/Other City ZIP

STUDENT'S HISTORY (CHECK ALL THAT APPLY AND PROVIDE DETAIL):

Student's strengths: Click here to enter text.
Behavior concerns (check all that apply):
[] Anxiety [] Self-Injurious Behaviors [] Sexual Acting Out
[] Assaultive Behaviors [] Depression [] Sleep Disturbances / Nightmares
[] Cruelty to Animals [] Disruptive [] Suicidal Ideation
[] Homicidal ideation [] Defiant
[] Other Click here to enter text.

Provide more detail to any checked:
[] Physical/Verbal Abuse: Click here to enter text.
[] Neglect: Click here to enter text.
[] Emotional Incidences: Click here to enter text.
[] Legal Issues: Click here to enter text.

Drug or Alcohol Abuse (please list substances): Click here to enter text.

Is student currently using substances? Yes No

Psychiatric Diagnosis (if relevant): Click here to enter text.

Past Suicide Attempts/Dates: Click here to enter text.

Current Psychiatric Medications (please list): Click here to enter text.

Name of Psychiatrist: Click here to enter text.

Psychiatric Hospitalization: Click here to enter text.

Cognitive Functioning / IQ (please list Full Scale IQ, if known): Click here to enter text.

Currently being treated by a physician (physician's name/number, if known): Click here to enter text.

Medical issues being treated: Click here to enter text.

INTENSIVE SOCIAL/EMOTIONAL AND BEHAVIORAL INTERVENTIONS

ISES Services Student has Received (must be at least 3 months):

Service Type	Provider (name/title)	Frequency	Duration	Start Date	End Date
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Brief description of goals which the Intensive Social/Emotional Interventions addressed:

1. Click here to enter text.
2. Click here to enter text.
3. Click here to enter text.

Attach progress reports toward the above goals (should have been monitored at least three months)

Rationale for making a referral to Phoenix School at this time:

Click here to enter text.

OTHER

Family composition: Click here to enter text.

Family's strengths: Click here to enter text.

Family history of psychiatric or legal issues: Click here to enter text.

Other agencies involved, contact name and phone number (check all that apply):

Child Protective Services Click here to enter text.

Mental Health Click here to enter text.

Public Health Click here to enter text.

Probation Click here to enter text.

Formal or Informal probation: Click here to enter text.

Other: Click here to enter text.

Medi-Cal Eligible: Yes No

<h2 style="margin: 0;">COEDS Referral Cover Sheet</h2>
--

Required forms:

- COEDS Student Profile Form - *Your Intensive Social/Emotional Services, Intensive School-Based therapist (ISES ISBT) will assist with completing the form*
- COEDS Referral Consent Form - *Must be signed by parent and Director/Coordinator of Special Education or designee*
- Most recent IEP
- Most recent Psychoeducational or Social/Emotional Services Report with ISBT findings, including DSM diagnosis and functional implications of emotional issues
- Most recent IEP progress reports noting progress on social/emotional and/or behavioral goals
- ISSP – (Individual Services and Supports Plan; formerly known as MTP) – *if VCBH ISBT, your ISES ISBT will provide*

Forward information packet to:

COEDS Program Manager
AspiraNet
Detra Young
1838 Eastman Ave., Ste 100
Ventura, CA 93003

Send e-mail to: dyoung@aspiranet.org

or Fax to: (805) 289-0130
Phone: (805) 289-0120 ext. 3011

Once IEP Team agrees to services, district staff forward to COEDS:

- COEDS Authorization Form (copy to SELPA)
- IEP noting COEDS on front page and in Offer of FAPE
- FAA/FBA – For Option 1 and 3 (if externalizing behaviors)



**ASPIRANET and VENTURA COUNTY SELPA
COLLABORATIVE EDUCATIONAL SUPPORTS (COEDS)
STUDENT PROFILE FORM**

FAX To: (805)289-0130 ATTN: Detra Young E-MAIL To: dyoung@aspiranet.org

Date form completed: _____

District Contact Name & Title: _____	District: _____
Phone: _____ Fax: _____	Email: _____
Intensive School Based Therapist Name & Title: _____	
Phone: _____ Fax: _____	Email: _____
Special Education Case Manager Name & Title: _____	
Phone: _____ Fax: _____	Email: _____

Other agencies involved, (for any family members) name of contact and phone number (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> CFS _____ | <input type="checkbox"/> Ventura County Probation _____ |
| <input type="checkbox"/> County Mental Health _____ | <input type="checkbox"/> Public Health _____ |
| <input type="checkbox"/> Regional Center _____ | <input type="checkbox"/> Other: _____ |

Summary of Needs: _____

Scheduled date of IEP meeting: _____

Projected Option: **Option 1 (Behavioral Specialist)**
 Option 2 (Parent Partner & Family Case Manager) **24/7 on call support**
 Option 3 (Parent Partner, Family Case Manager, and Youth Partner)

Student's Full Name: _____

Date of Birth (Mo/Day/Yr): _____ Age: _____ Sex: M F VCBH ID Number: _____

Current School: _____

Ethnicity: _____ Student's Primary Language: _____ Secondary language: _____

Parent/Guardian: _____ Primary Language: _____ Secondary language: _____

Home Phone: _____ Work/ Cell Phone: _____ Best number to call: _____

Address: _____
Number and Street, Apt/Bldg/Other City ZIP

Who lives in the family home? (PLEASE INCLUDE NAMES, RELATIONSHIP, AND AGES):

IMMEDIATE SAFETY CONCERNS

Are there any safety concerns in the home? YES NO

Check all that apply: Guns / Weapons Drugs Gangs Location Physical/Domestic Violence

Other: _____ Comments: _____

INTENSIVE SOCIAL/EMOTIONAL SERVICES (ISES)

ISES student has received (must be at least 3 months):

Service Type:	Provider (name/title)	Frequency	Duration	Start Date	End Date

Brief description of goals which the Intensive Social/Emotional services addressed:

- 1.
- 2.
- 3.

MENTAL HEALTH/JUVENILE JUSTICE (STUDENT)

Address any of the following that apply regarding the student:

Psychiatric diagnosis: _____

Current psychiatric medication: _____

Psychiatrist name/number: _____

Past suicide attempt(s)/date(s): _____

Psychiatric hold/hospitalization(s)/date(s): _____

Substance abuse (list substance(s)): _____

Juvenile Hall detention(s)/date(s): _____

Probation Yes No Offense: _____

Probation Officer name/number (if different than above): _____

MEDICAL / HEALTH INFORMATION (STUDENT/FAMILY)

Is anyone currently being treated by a physician (chronic illness) (describe): _____

Physician name/number, if known: _____

Is Public Health working with the family in any capacity? _____

Public Health Nurse name/number (if different than above): _____

Health Insurance: MediCal # _____ Healthy Families Other Low-Cost Insurance Private Insurance**CHILD WELFARE / CPS HISTORY**Is there a history of Abuse or Neglect reports to Child and Family Services? YES NO

Dates of prior CPS referrals and disposition: _____

Is there any history of Court Dependency? YES NO Date(s): _____Is this student or any children in the home adopted? NO YES: Private Public Agency

City, State, and Date of Adoption _____

Has this student or have any other children in the home been placed in Foster/Group home or Residential treatment (location(s)/date(s)): _____

EDUCATION HISTORY OF SIBLINGSAre all children in the home enrolled in school? YES NOAre all enrolled children attending school? YES NOIs there any history of Suspension/Expulsion? YES NO

If yes, explain: _____

Are any other children in the home receiving Special Education Services? YES NO

If yes, describe: _____

FAMILY INFORMATION – INCLUDE INFORMATION ABOUT ALL PEOPLE LIVING IN THE HOME – only provide information known directly by persons contributing to this form

Address each of these that apply and supply detail, including person’s name.

Probation or Parole- include date(s) and offense(s): _____

Probation/Parole Officer name/number (if different than above): _____

Incarceration(s) (include date(s) and offense(s)): _____

Psychiatric diagnosis: _____

Past suicide attempt(s)/date(s): _____

Psychiatric hold(s)/hospitalization(s): _____

Substance abuse (list substances): _____

CURRENT BEHAVIORS IN THE HOME: Please check all that apply, to either student and family members. List others that are not listed, if applicable, and explain

- Anxiety
 - Self-Injurious Behaviors
 - Sexual Acting Out
 - Assaultive Behaviors
 - Depression
 - Sleep Disturbances / Nightmares
 - Cruelty to Animals
 - Disruptive Behaviors
 - Homicidal Ideation
 - Suicidal Ideation
 - Other _____
- Explanation: _____

STRENGTHS

What are the **student’s** strengths? _____

What are the **family’s** strengths? _____

OTHER FACTORS OR ISSUES TO CONSIDER: (Strengths and/or Needs)

- Family _____
- Housing _____
- Social/Fun _____
- School/Work _____
- Cultural _____
- Spiritual _____
- Financial _____
- Other _____

COMMUNITY/FAMILY MEMBERS KNOWN/AVAILABLE TO SUPPORT THE FAMILY		
Name	Address	Relationship

Attach:

- Most recent Psychoeducational Assessment Report including Intensive School-Based Therapist report
- Most recent IEP and most recent Progress Report noting progress on social/emotional or behavioral goals



Ventura County SELPA in collaboration with



COLLABORATIVE EDUCATIONAL SERVICES (COEDS) REFERRAL CONSENT

What is the COEDS Program? COEDS is a service provided at no cost to families via the Individualized Education Program (IEP) process. It helps students who are facing challenges in accessing their Special Education program by providing additional supports outside of school. COEDS services are designed to address the student's IEP goals in social, emotional or behavioral areas, and outcomes are measured by progress toward those goals. The intent of COEDS is to empower youth and families with the skills and knowledge to be able to rely on themselves, their community and available resources to cope with the challenges they face.

COEDS is provided by the Ventura County SELPA under a contract with *Aspiranet*, a community agency with a successful history of providing services to at-risk youth. Participation in the COEDS program is voluntary and requires the parent's consent during the IEP meeting. Information about the student and/or family and their participation in COEDS will not be shared with any other agency without parent permission.

What are the Different Options? COEDS Option 1 is an intensive, one-to-one short term intervention for students who need additional support in the home and/or community to meet the behavioral goals in the IEP. It is staffed by a Clinician who is either licensed or an intern registered with the Board of Behavioral Science (BBS) and one or more Behavioral Specialists with a bachelor's degree in a related field.

COEDS Options 2 and 3 utilize an intensive, team-based planning and intervention process to assist the family in supporting the student in meeting his or her IEP goals. These options provide community-based services and supports to address the challenges faced by the family and student. For both Options 2 and 3 the team will include either a licensed Clinical Social Worker or Associate, or a licensed Marriage and Family Therapist or registered intern, serving as a Family Case Manager. In addition, the team will include a Parent Partner who is an experienced parent of a child with special needs who has been trained to work with other parents. Option 3 will also include a Behavioral Specialist in the role of Youth Partner.

What is the Planning Process? For Option 1, an Intervention Plan will be developed for the home, in collaboration with the family, Special Education Case Manager, School-Based Therapist, and COEDS Clinician.

For Options 2 and 3, strategies and resources will be identified in an individualized Family Support Plan. The team will also work together to develop a Safety Plan to address safety and crisis issues that the student and family may encounter. Both the Family Support and Safety Plans are "living documents" that are updated as needs change.

When are Services Provided? Services will be scheduled to meet the family's needs, and may occur in the morning, afternoon, evening and/or weekend.

What is the Meeting Process? For COEDS Option 1, an initial meeting will occur between COEDS Clinician, family, Intensive School Based Therapist and Special Education Case Manager to create an Implementation plan. Monthly review meetings will be held at the school with the student, family, COEDS team (Behavioral Specialist and Clinician), School-Based Therapist, and Special Education Case Manager. Progress toward behavioral goals will be reviewed.

For COEDS Options 2 and 3, Family Support Team meetings will take place weekly in the family home or any other location where the family or student feels comfortable (home, school, or community). At least one meeting per month will be held at the school, and will include the student, family, COEDS team, Intensive School-Based Therapist, and Special Education Case Manager. Every effort will be made to schedule these meetings to accommodate the schedules of the family and school staff. The Parent Partner meets, to start, with the parent weekly and visits decrease according to family need.

How are Students Referred? Students are referred to the COEDS program by a school district team, with parent permission. An IEP meeting will be then be scheduled, and a representative from the COEDS team will attend the IEP meeting to discuss the program. At the meeting, the team will decide whether the COEDS program is appropriate. If it is agreed that the student and family will participate, a first meeting with COEDS is immediately scheduled.

How are Students Exited from Services? The IEP team, including COEDS staff and the family, will work together to determine a successful completion from the COEDS program, as measured by attainment of IEP goals. For Options 2 and 3, an IEP meeting is required for dismissal from services.

I have read the above, and agree to have my student referred to the COEDS PROGRAM and to have the student profile sent to COEDS Program Manager. I understand that if the IEP team agrees to the COEDS program, my participation is expected at all levels of the process.

Student: _____

Parent signature: _____ Date: _____

District Director of Special Education or Designee

Name: _____ Title _____

Signature: _____ Date: _____

**CONSIDERATION OF NEED FOR RESIDENTIAL TREATMENT SERVICES
ASSESSMENT REPORT**

Ventura County SELPA

To be completed by School Team, including School Psychologist

Student Name: [Click here to enter text.](#)
[text.](#) Yrs. [Click here to enter text.](#) Mo.

D.O.B.: [Click here to enter text.](#) Age: [Click here to enter](#)

School: [Click here to enter text.](#)

Grade: [Click here to enter text.](#) Sex: Male Female

Case Manager: [Click here to enter text.](#)

Date(s) of Assessment: [Click here to enter text.](#)

Parent(s) Name(s): [Click here to enter text.](#)

Special Education Eligibility: [Click here to enter text.](#)

Address: [Click here to enter text.](#)

Mental Health Diagnosis: [Click here to enter text.](#)

[Click here to enter text.](#)

(Street & Number, City, Zip)

Phone: Home [Click here to enter text.](#)

Work: [Click here to enter text.](#)

Cell: [Click here to enter text.](#)

Primary Language: English

English Level: English only Initially Fluent English Proficient English Learner - Beginning Early Intermediate Intermediate Early Advanced Advanced Reclassified Fully English Proficient

The following report was developed to assist the IEP Team in determining need for special education and related services according to the code of Federal Regulations, Sections 300.304 to 300.306. The decision as to whether or not the assessment results demonstrate the need for special education services shall be made by the IEP team, including assessment personnel. The IEP team shall take into account all relevant material which is available on the student. (From CCR 5 Sec. 3030)

Materials and procedures were provided in the student's native language/mode of communication in a form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally. If not, explain

Assessment(s) administered in English.

REASON FOR REFERRAL:

[Click here to enter text.](#) has requested assessment to consider continued need for Residential Treatment Services, due to [Click here to enter text.](#)

A student who would be considered for Residential Treatment Services has behaviors that are:

- *Resulting in significant ongoing difficulties in educational performance due to social/emotional issues (and/or)*
- *Presenting frequent, ongoing safety risks at school to self and/or others (and)*
- *Not sufficiently responsive to extensive supports and services which have been provided at school and/or home as appropriate to address educational needs (and)*
- *Requiring and likely to benefit from a 24 hour a day, seven days a week comprehensive therapeutic setting in order to access their educational services.*

BACKGROUND INFORMATION RELEVANT TO THIS REPORT:

Environmental, cultural, and economic information: [Click here to enter text.](#)

Health and developmental information: [Click here to enter text.](#)

Educational history:

Attendance history – Describe any truanancies, absences, or suspensions which may be related to social/emotional issues.

ASSESSMENT INFORMATION:

SOURCES OF DATA REVIEWED: (check or indicate “NA”)

Choose an item. Cumulative records

Choose an item. Statewide Testing and Reporting results (STAR program)

Choose an item. Progress toward goals

Choose an item. Existing assessment reports: (within three years list below)

Date	Type	Assessor
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.

- Student survey/interview
- Parent survey/interview
- Teacher survey/interview

NEW ASSESSMENTS ADMINISTERED: (If any-list all)

Delete the following section if no new tests were administered.

- Student was assessed in all areas of suspected disability related to this concern.
- All tests and materials include those tailored to assess specific areas of educational need.
- All assessments were selected and administered so as not to be discriminatory on racial, cultural, or sexual bias.
- Each assessment was used for the purpose for which it was designed and is valid and reliable.
- Each instrument was administered by trained and knowledgeable personnel.
- Each assessment was given in accordance with the test instructions provided by the producer of the assessments.
- All tests were selected and administered to best ensure that they produce results that accurately reflect the student’s abilities, not the student’s impairments, including impaired sensory, manual, or speaking skills.

Explanation for any of the above that are not applicable

RESULTS OF ASSESSMENT:

1. Consideration of whether behaviors are due to social/emotional issues or symptoms and result in significant ongoing difficulty in educational performance -
 - a. Description of behaviors including location (school, home, community), frequency, intensity and how long observed: Click here to enter text.
 - b. Social/emotional issues and symptoms, and their relationship to the behavior: Click here to enter text.
 - c. Level of interference of behavior in educational performance, Click here to enter text.
 - d. Any history of trauma or abuse: Click here to enter text.

2. Consideration of whether behaviors are resulting in frequent and ongoing safety risks at school to self and/or others -
 - a. History of referrals and suspensions: Click here to enter text.
 - b. Safety issues at school which are causing risk to self or others: Click here to enter text.
 - c. Description of how safety risks are related to the student’s social/emotional issues and symptoms: Click here to enter text.
 - d. Any crisis or recent emergency impacting behaviors: Click here to enter text.

3. Consideration of responsiveness to extensive supports and services which have been utilized at school and/or home -

- a. Intensive Social/Emotional Services which have been provided as part of the IEP and the effectiveness of those services: [Click here to enter text.](#)
 - b. Any in-home Social/Emotional services which have been provided as part of the IEP and the effectiveness of those services, including level of parent participation in these services: [Click here to enter text.](#)
 - c. Description of how the student has or has not benefited from therapeutic intervention, including student's motivation and cognitive capacity to participate in therapy.
4. Consideration of whether the behaviors require and are likely to benefit from a full-time comprehensive therapeutic setting -
- a. Explanation of needs for continuous supervision: [Click here to enter text.](#)
 - b. Rationale for need for intensive therapeutic intervention beyond regular school hours: [Click here to enter text.](#)
5. Consideration of whether the behavior is *primarily* a result of social maladjustment or conduct disorder (not related to trauma). (Indicate and describe all that apply)
- Willful disregard for the rights of others – Does not apply
 Frequent violations of rules and/or societal norms - Does not apply
 History of criminal activities and arrests - Does not apply
 Often bullies, threatens, or intimidates others - Does not apply
 Often initiates physical fights - Does not apply
 Gang involvement - Does not apply
 Has used a weapon that can cause serious physical harm - Does not apply
 Truancy - Does not apply
6. Substance abuse issues – No known history of substance abuse.
- a. Description of how substance abuse issues impact the student's educational performance. [Click here to enter text.](#)
 - b. Description of whether substance abuse is believed to be a primary or secondary factor impacting social/emotional functioning. [Click here to enter text.](#)
 - c. Description of any treatment for these issues, and if so, how the student responded. [Click here to enter text.](#)
7. Description of location(s) where behaviors primarily occur. [Click here to enter text.](#)

OVERALL SUMMARY AND RECOMMENDATIONS:

Summary of assessment, including factors affecting educational performance: [Click here to enter text.](#)

The IEP team will meet to discuss assessment results and make a decision about special education services. The purpose of this report is to provide information to assist the team in making that decision.

- Recommendations to enable student to be involved in and progress in general education curriculum: give general suggestions for areas to be addressed.
- Possible special education and related services needed, or additions or modifications to current services needed to meet goals and participate in general curriculum/appropriate activities (include basis for determination of need): [Click here to enter text.](#)

Person(s) completing this report:

[Click here to enter text.](#)

Name

[Click here to enter text.](#)

School Psychologist

Signature

[Click here to enter text.](#)

Date

Click here to enter text.

Name

Click here to enter text.

Intensive School-Based Therapist

Appendix 6-V

Signature

Click here to enter text.

Date

Copy to: District Office Cumulative File Case Manager Parent/Adult Student

CONSIDERATION FOR IEP/EDUCATIONALLY RELATED RESIDENTIAL TREATMENT SERVICES
Ventura County Special Education Local Plan Area (SELPA)

Student Name _____ D.O.B. _____ Meeting Date _____

IEP/Educationally related Residential Treatment Services are provided to assist a student in accessing his/her Special Education program. The decision to provide Residential Treatment Services should be based upon a thorough assessment.

- 1. **Residential Treatment Services were requested by :** Reason: _____

- 2. **Based upon all information gathered, student demonstrates behaviors that:**
 - Are Are not primarily due to social/emotional issues or symptoms and result in significant ongoing difficulties in educational performance (Briefly summarize)

 - Are Are not presenting frequent, ongoing safety risks at school to self and/or others (Briefly summarize) and/or

 - Are Are not sufficiently responsive to extensive supports and services which have been provided at school and/or home to address educational needs (Briefly describe response to services provided) and

 - Require Do not require a comprehensive full-time therapeutic setting in order to access educational services (Give rationale) and

- 3. **The IEP Team agrees that the:**
 - Student does not require IEP/Educationally related Residential Treatment Services in order to benefit from his/her special education program. (Give rationale)

 - The student requires IEP/Educationally related Residential Treatment Services in order to benefit from his/her special education program.
See Special Education and Related Services and Offer of FAPE sections of the IEP for specific information about the student's Residential Treatment program as well as the Worksheet for Specialized Out of District Program for skills and competencies expected for the student to return to a less restrictive setting. Family and district will work with the Residential Placement Consultant to identify an appropriate facility. If not yet determined, an IEP Addendum meeting will be held to provide more detail about the program once selected. The IEP must be reviewed at least every six months.

Residential Placement Consultant _____ Name _____ Phone _____ Email _____

WORKSHEET FOR SPECIALIZED OUT OF DISTRICT PROGRAM

Ventura County Special Education Local Plan Area (SELPA)

Student Name _____ D.O.B. _____ Meeting Date _____

The team agrees student will be placed in _____

Rationale for placement:

Progress reports toward goals will be reported to parents

- Method: _____
- Months: _____

It is the goal of the Ventura County SELPA to educate students in settings as close to the home community as soon as possible. Steps to assist student in returning to a less restrictive school placement:

-
-
-
-
-

Skills/competencies student should display before returning to a less restrictive school placement:

-
-
-
-
-

These skills and competencies should be reflected in goals when appropriate.

Frequency of IEP review: _____

Copies of Progress Reports and Behavior Emergency Reports to be forwarded to:

(Name) _____ (Title) _____

(Location) _____

(Address/Fax) _____

Consideration for IEP/Educationally Related Residential Treatment

This form is used when the IEP team is considering a request for placement of the student in a Residential Treatment Center to address his or her educational needs. Placement should not be made without a thorough evaluation using the Residential Treatment Services Assessment Report and never as an emergency measure. The assessment will result from an Assessment Plan, and the team will have 60 days to complete the assessment.

Assessment should be completed collaboratively with the School Psychologist, the Intensive School-Based Therapist (if any), and the Special Education Case Manager. Data should be gathered from school staff, parents, teachers, and any outside medical or social services professionals involved with the student or family.

1. Indicate the person or team member requesting that the student be considered for educationally related residential treatment services and the reason.
2. Using findings from the assessment indicate whether or not each of the listed factors applies to behaviors demonstrated by the student. Briefly summarize your rationale for each.
3. Indicate the area(s) of IEP team agreement regarding the provision of Intensive Social/Emotional Services and/or Residential Treatment Services.

If the team feels lesser Intensive Social/Emotional Services need to be attempted, describe them. These should also be noted on the Student Information and Services page, with correlating social/emotional goals to be measured in the educational setting.

If the team agrees that the student requires Residential Treatment Services to receive educational benefit, note Residential Treatment Services as well as Specialized Academic Instruction and related services the student is to receive on Student Information and Services page. Fully describe services to be provided at the Residential Treatment Facility in the Offer of FAPE on the Least Restrictive Environment page. (As of July, 2012, you do not need to separately specify each social/emotional service the student is to receive, but that may change in the future.) If the team believes the student may be able to return home in less than one year, indicate projected date of return in the Offer of FAPE. There must be at least one social/emotional or behavioral goal included in the IEP which is directly related to the behavior(s) that led to the need for placement.

Also complete the Worksheet for Specialized Out-of-District Placement to specify skills and competencies expected for return to a less restrictive setting. Work with the Residential Placement Consultant and family to identify an appropriate facility.

Use the *Parent/School District Agreement for Residential Placement Under the Provision of CFR 300.104* form located on the SELPA website www.venturacountyselpa.com under Administrative Resources/Residential Treatment to document school district and parent

responsibilities regarding the placement. If the facility has not been identified as of the time of the IEP, an Addendum meeting must be held to document the facility in the Offer of FAPE.

An IEP review is recommended within 30 days of placement to review appropriateness of placement and services as well as the student's progress, but must be reviewed at least every six months. At that time it may be appropriate to modify the IEP goals; however, it is important for the IEP team to continue to measure progress according to the original needs that led to the placement.

Once a student is placed in a Residential Treatment facility, planning for the student's return home should begin immediately. If a student was receiving COEDS prior to placement, the COEDS Family Case Manager should stay in contact with the Residential Placement Consultant regarding the student's progress so COEDS services can be put in place immediately as a support upon return home. The Intensive School-Based Therapist should also stay in contact with the Residential Placement Consultant to monitor the student's progress and prepare for the student's return to school. All students returning from Residential Treatment should be strongly considered for a referral to COEDS if s/he was not receiving COEDS prior to placement.

Worksheet for Specialized Out of District Program

This form must be completed if a student is placed in a restrictive Special Education program outside of the district such as an NPS, a highly specialized County Schools Program such as Triton or Phoenix, or Residential Treatment. It reflects the district's commitment to maintaining communication with the school and family and to return the student to a less restrictive environment as soon appropriate.

1. **Rationale for Placement** – Describe indicators of the need for the student to be placed in this program, including the specific areas of concern impacting access to education.

2. **Progress Reports toward goals will be reported to parents** - Describe method and months for reporting progress towards goals. This is very critical because parents may be expecting Progress Reports at the time report cards are distributed at the student's home school, and the specialized program may have different dates.

3. **Steps to assist student in returning to less restrictive school placement** - List steps to be taken to assist student in returning to a less restrictive school placement. Steps may include:
 - exploration of or referral to other program options
 - services or supports to assist student in achieving better independence, coping, or interpersonal skills
 - gradual fading of supports

4. **Skills/competencies student should display before returning to a less restrictive school placement** - List or describe skills and competencies student needs to achieve in order to be successful in a less restrictive placement. These skills and competencies should help the student overcome the need for the highly restrictive placement. It is important that all members of the team, including receiving school staff, sending district staff, family, and student understand what these necessary skills and competencies are and evaluate and communicate progress on an ongoing basis. They should be reflected in the services and goals and systematically instructed on a regular basis and included in the required Progress Reports. Quite often these skills will also be addressed in a Positive Behavior Support Plan or Behavior Intervention Plan and supporting goals. This will help the team determine the ongoing need for placement in the specialized out of district program, and assist in determining when it is appropriate for the student to return to a less restrictive placement.

5. **Note frequency of IEP review** – must be every six months for residential placement. It is important to note who in the district is responsible for receiving Progress Reports and Behavior Emergency Reports. This will allow the district to closely monitor the appropriateness of the placement, the student's progress, and any necessary changes to the IEP or services.



Ventura County Special Education Local Plan Area - SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2015



SECTION 7 EARLY CHILDHOOD

- SECTION 1 – GOVERNANCE
- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- SECTION 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
- SECTION 5 – ALTERNATIVE PLACEMENT
- SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
- SECTION 7 – EARLY CHILDHOOD**
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET
- SECTION 10 – PARENT INVOLVEMENT
- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are local plan policy.**

Ventura County SELPA
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Camarillo, CA 93012
(805) 437-1560 (805) 437-1599 – fax
www.venturacountyselpa.com

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I. Early Start Program (Birth through 36 months)

Designated districts provide Early Start services on a regional basis. Those designated districts are Conejo Valley Unified, Oxnard Elementary, Simi Valley Unified, and Ventura Unified School Districts. These districts serve all solely low incidence (visually, hearing or orthopedically impaired) identified infants. Additionally, districts “*dually serve*”, with Regional Center, an additional number of children up to funded capacity (approximately 114 children SELPA wide). Regional Center remains payer of last resort for those children who are “dually served.” The majority of children are from the Tri-Counties Regional Center, but some are referred by North Los Angeles Regional Center.

A. Staff Development

Staff development activities are coordinated with those activities in the “Personnel Development” Section of this Local Plan. In addition, SELPA Early Start staff participate in the Early Start Personnel Development Committee to determine training needs and implement activities. All trainings are available to SELPA Infant/Toddler Staff, Regional Center Staff, parents, and appropriate agency personnel, including staff of the Rainbow Connection Family Resource Center.

B. Programs, Services, and Options

Services provided by the school district Early Start Program for “dually served” include all necessary special education and related services as per the Individual Family Service Plan (IFSP). (Early Start regulations exclude direct occupational therapy (OT), physical therapy (PT) as special education and related services for ages birth to three.) Necessary Early Start services are provided in the natural environment, to include home, group and community settings. School districts are responsible for needed transportation to special education and related services noted on the IFSP. **(Appendix 7-A “Early Intervention Services”)**

For solely low incidence children, the designated school district provides service coordination, special education and related services. In addition, SELPA provides all additional necessary early intervention services as indicated in the IFSP which may include direct OT, PT, nutrition services, transportation and respite care. These early intervention services are paid for directly by SELPA upon invoice by school district staff, as necessary.

Each school district serving infants and toddlers has a transdisciplinary team of early intervention specialists which includes School Psychologists, Early Childhood Special Educators, Speech/Language Pathologists, nurses and Deaf/Hard of Hearing, Vision, and Orthopedic Impairment specialists. The team works together to provide assessment and direct services to children and their families. The SELPA employs Occupational and Physical Therapists to provide OT and PT services to solely low incidence infants and toddlers. In addition, the SELPA employs Social/Emotional Services Specialists who provide short term counseling and social work services to families of solely low incidence children. See **Appendix 7-B for School District Early Start Services Brochure**. See **Appendix 7-C “Baby Bootee Camp” Guide**.

Early Childhood Special Educators provide numerous family involvement activities such as participation in group activities, linking families with similar concerns together, and helping families be aware of support groups in the community to meet their specific needs.

The Ventura County SELPA maintains a positive working relationship with the Rainbow Connection Family Resource Center. Every family receives information about the Family Resource Center. School staff disseminate to families all materials and informational items distributed by the Family Resource Center.

In addition, the SELPA sponsors many activities for families including workshops on specific disabilities, the annual Walking the Path Together Conference (**Appendix 7-D**), bi-yearly Early Start transition events, bi-yearly Autism Services panels, workshops on the IEP process, and quarterly Interagency Coordinating Council meetings (**Appendix 7-E**). Free childcare, sign language and Spanish interpretation is provided at most of these events.

C. Procedural Safeguards

The Ventura County SELPA is committed to providing all of the procedural safeguards to families of infants and toddlers with disabilities as mandated by state and federal law. Parent rights are given to all families upon initial IFSP meeting. (**Appendix 7-F - Parent's Rights and Responsibilities in the Early Start Program Under the IDEA**).

D. Notices, Consent Forms and IFSP Forms

See attached Appendix for all Early Start Program Notices and forms. (**In Appendix 7-G – MOU with Tri-Counties Regional Center Part C**)

E. Interagency Collaboration with Regional Center

See **Appendix 7-G - MOU with Tri-Counties Regional Center Part C** which describes all procedures for Interagency Collaboration with regional center for providing services under California's Early Start Program.

F. Intra-SELPA Charts

See attached **Appendix 7-H** for chart for service delivery for Early Intervention Services (0-2 year olds). Districts serving infants and toddlers will send a copy of each IFSP to the district in which the child resides, so that the district of residence can monitor services and legal requirements.

II. Transition to Preschool

See **Appendix 7-G - MOU with Tri-Counties Regional Center** pages 8-13 for description of transition process for children served in the Early Start program. See **Appendix 7-I - "What's Next After Early Start?"** which is given to all families, describing the transition process. For children with an Intake at the Regional Center prior to 2 years, 10.5 months old, the school districts in Ventura County are committed to

working with the regional center to assure the completion of an IEP by the child's third birthday.

III. Preschool (Ages three to Kindergarten)

A. Referral

Referrals for students ages 3, 4, and 5 who are not in kindergarten or transitional kindergarten are made to the child's school district of residence. Referrals for assessment may be received from parents, pediatricians, social workers or other community members. Parents will receive either an Assessment Plan or Prior Written Notice to Parent of Action within 15 days of the referral. If an Assessment Plan is signed by the parent/guardian, the assessment will be completed within 60 days of receipt by the district.

Some school districts within the SELPA conduct regular screenings for preschool age children, however, this process may not delay the initiation of assessment for eligibility.

B. Services

Preschool special education services are provided to students with IEPs in a variety of ways according to district procedures. The California State Preschool Learning Foundations serve as the source of learning standards for all preschool programs. Some districts offer Individual and Small Group Instruction in special education class settings. Transdisciplinary teams share their expertise, working with parents, in addressing the needs of children. Others collaborate with other districts in the SELPA to offer special education preschool classes. **See Appendix 7-J Intra-SELPA Program Charts (Special Classes and Centers 3-4 year olds) and (Related Services 3-22 year olds).** Related services are provided to preschoolers as required by their IEP. Most of the programs in the SELPA provide the opportunity to interact with typically developing peers.

Some 3, 4 and 5 year olds with disabilities are enrolled in state preschool programs or Head Start as part of their IEP and receive special education and related services to support progress in that setting. (See Section D below)

The IEP team may determine that some special education eligible 3, 4, and 5 year olds do not require Individual and Small Group Instruction to address their special education needs. These children may receive speech/language services and any other necessary related services in community settings or at the local school site. Transportation will be provided if necessary for the child to access special education services.

C. Caseload for Preschool Services

The maximum caseload for a Speech and Language Pathologist providing services to preschoolers in special education program (between ages 3-5 years old) shall not exceed 40.

For group services provided to preschool children, the adult-to-child ratio shall not exceed 1:7, and for students with severe disabilities 1:5.

D. Head Start

Some children with IEPs receive all or some of their programming in the Head Start setting, as determined by the IEP team.

The Ventura County SELPA is committed to ongoing communication/collaboration between Special Education Case Managers and Head Start teachers. Head Start teachers may be noted as one “responsible discipline” for the child’s IEP annual goals. The local Head Start Agency (Child Developmental Resources of Ventura County) has made a commitment to share annual required assessment data (DRDP) with SELPA Special Education Case Managers.

(Appendix 7-K - Memorandum of Understanding with Head Start)

E. Statewide Assessment for Preschoolers

The Ventura County SELPA ensures that all 3, 4 or 5 year olds with IEPs who are not in kindergarten or transitional kindergarten are assessed twice annually using the Desired Results Developmental Profile (DRDP) access. The SELPA provides annual training and resources to staff in implementing the DRDP. All results are reported to CDE twice yearly. **Appendix 7-L DRDP Access Rating Record.**

IV. Transition to Kindergarten

All children who received special education preschool services will be reevaluated before entering kindergarten or transitional kindergarten to determine whether or not they are a child with a disability requiring ongoing special education services. **See appendix 7-M for Guidelines for Transition to Kindergarten.**

V. Budgets

Please refer to “Budget” Section of this Local Plan for information on both infant and preschool budgets. Please refer to “Budget” section for low incidence funding pertinent to preschoolers.

SECTION 7
EARLY CHILDHOOD
APPENDICES A-M



EARLY INTERVENTION SERVICES

Early Intervention Services – (IDEA Part C) (34 CFR 303.24)

- Assistive Technology
- Audiology
- Family Training, counseling and home visits
- Health Services
- Medical Services only for diagnostic or evaluation purposes
- Nursing Services
- Nutrition Services
- Occupational Therapy
- Physical Therapy
- Psychological Services
- Service Coordination
- Social Work Services
- Special Instruction
- Speech-Language Pathology
- Transportation
- Vision Services
- Respite Care
- Other Family Support

Services and Supports Provided by Schools (IDEA) *(as it read on April 1, 1986)*

- Audiology
- Counseling Services
- Early Identification
- Medical Services (for Diagnostic or evaluation purposes)
- Occupational Therapy – Consultative only
- Parent Counseling and Training
- Physical Therapy- Consultative only
- Psychological Services
- Recreation
- School Health Services
- Social Work Services in Schools
- Speech Pathology
- Transportation

Services and Supports Provided by Regional Center (Lanterman Act) (WIC 4512 (b))

- Diagnosis
- Evaluation
- Treatment
- Personal care
- Day care
- Domiciliary care
- Special living arrangements
- Physical Therapy
- Occupational Therapy
- Speech Therapy
- Training
- Education
- Mental Health Services
- Recreation
- Counseling of the individual and his/her family
- Protective and other social and sociolegal services
- Information and referral services
- Adaptive equipment and supplies
- Follow along services
- Advocacy assistance
- Assessment
- Assistance in locating a home
- Child care
- Behavior training and behavior modification programs
- Community support
- Emergency and crisis intervention
- Facilitating circles of support
- Homemaker services
- Infant stimulation programs
- Respite
- Short term out of home care
- Social skills training
- Specialized medical and dental care
- Technical and financial assistance
- Training for parents
- Vouchers
- Transportation services

VENTURA COUNTY EARLY START

Services Provided by School Districts

These services would be made available only if agreed upon, **with school district staff present** in the context of an IFSP meeting. (In cases where school district staff cannot be present, approval for services may be obtained over the phone prior to the meeting.)

There are not age requirements for any of these services – HOWEVER – there are some general beliefs and philosophical viewpoints about when and how **appropriateness** is considered.

Please see SELPA document “Services which may be Provided by School District to Children with Speech and Language Delays”.

HOME BASED EC 56426.1

- 1) Observe behavior/development in natural environments
- 2) Present developmentally appropriate activities
- 3) Model and demonstrate developmentally appropriate activities
- 4) Interact with family members to reinforce parenting skills
- 5) Discuss parental concerns
- 6) Assist parents in solving problems and finding other resources

GROUP SERVICES EC 56426.2

- 1) All services as noted in “home based”
- 2) Developmentally appropriate and specially designed group and individual activities
- 3) Opportunities for socialization
- 4) Transdisciplinary services: therapist, psychologist, and others
- 5) Access to developmentally appropriate equipment and materials
- 6) Opportunities for family involvement (parent support groups)

RELATED SERVICES:

EC 56426.3 refers to
34 CFR 300.24

- 1) Audiology
- 2) Counseling
- 3) Early identification/assessment of disabilities
- 4) Medical services (to determine need)
- 5) Occupational Therapy (*see below)
- 6) Orientation and mobility
- 7) Parent counseling and training
- 8) Physical Therapy (*see below)
- 9) Psychological Services
- 10) Recreation
- 11) Rehabilitation counseling services
- 12) School health services
- 13) Social Work services
- 14) Speech Language Pathology
- 15) Transportation

***OT/PT:**

- Dually Served- consult only
- Solely LI- direct

RESPITE CARE:

Solely LI only

FAMILY INVOLVEMENT ACTIVITIES

EC 56426.4

- 1) Educational programs to assist family
- 2) Parent education and training
- 3) Parent support groups
- 4) Instruction in making toys, etc.

YEAR ROUND SERVICES

- 200 days of program
- Year-round availability to assess incoming SLI referrals

TRANSDISCIPLINARY TEAMS

EC 56426.6

- 1) Services for VI
- 2) Services for HI
- 3) Team members who may be required:
 - a. Early Childhood Special Education
 - b. Speech/Language
 - c. Nursing (no less than RN)
 - d. Social work, psychological services, or mental health
 - e. Occupational therapist
 - f. Physical Therapist
 - g. Audiology
 - h. Parent to parent support

SERVICES WHICH MAY BE PROVIDED BY SCHOOL DISTRICT TO CHILDREN WITH SPEECH AND LANGUAGE DELAYS

A. DEFINITIONS

1. Communication:
Information which is transmitted or conveyed from one person to another, and the method used to convey it. Can be accomplished in many ways: visual (signing, gesture), body position, auditory, tactile, olfactory.
2. Language:
The organized set of symbols we use to communicate meaning about objects and relationships in our world. These symbols are combined according to rules that govern language. Symbols can be spoken, gestures, or written.
 - a. Receptive language refers to the skills involved in understanding language, including:
 - *the ability to hear differences in sounds and assign different meanings
 - *being able to remember what is heard (e.g. following a 3-step direction)
 - *understanding vocabulary and concepts
 - *understanding grammatical forms, such as plurals, negatives, etc.
 - b. Expressive language refers to the skills involved in communicating one's thoughts and feelings to others, answering questions, relating events, and carrying on a conversation. These include:
 - *combining sounds within a language to convey meaning
 - *choosing word forms and word order appropriately
 - *choosing the best words to express a thought
3. Speech:
The physical ability to make sounds and to pattern these sounds into words to communicate a message. There are three major aspects of speech:
 - a. Voice: vibration of the vocal cords caused by the air stream passing through the larynx (voice box). The components of voice include quality (hoarse, weak, breathy), loudness, pitch, and resonance (vibration of air in the oral or nasal cavities).
 - b. Articulation: the physical production of sounds in speech. The voice generated by the vocal cords is shaped into sounds by the palate, tongue, lips, and teeth.
 - c. Fluency (rhythm): sounds, words, and phrases flowing together smoothly during speaking, with pauses and stress to express meaning
4. Pragmatics:
Social and behavioral awareness of non-verbal communication skills, including visual contact, turn taking, and body language.
5. Oral-Motor Skills:
The complex muscle task which requires coordination between the cognitive and the central nervous system to produce speech and feeding skills.

B. METHODS OF DELIVERY:

These services may be provided individually or in small groups by an Infant Specialist in consultation with a Speech/Language Specialist, **or** directly by a Speech/Language Specialist. Methods of delivery to be determined by the IFSP team based on assessment results and recommendations.

C. INTERVENTION AVAILABLE:

1. Assessment:
 - a. Receptive/Expressive
 - b. Pragmatic skills
 - c. Oral-Motor skills
2. Consultation Services:

Speech/Language specialist to assist Infant Specialist in determining appropriate goals and activities. Can be an occasional or an on-going service.
3. Early Communication Skills:

Language-based and cognitive-based skills for pre-verbal children. Play skills, social intervention, early pragmatic and behavioral skills.
4. Articulation Therapy:

To include breath support, positioning of body, use of articulators for sound production. Children with structural anomalies, hearing loss, neuro-muscular involvement may be candidates for this intervention.
5. Augmentative Communication Systems:

Giving the child a means to interact with his environment to enhance learning and functional communication. Includes adaptive switch plates, communication boards (pictures, eye gaze, photos), gestural and sign language. Signing may be appropriate for children with a hearing loss, and for other children with expressive delays. Parent involvement is very important in this area.
6. Parent Education and Modeling:

Providing activities of developmentally appropriate speech and language skills, and play skills. Modeling interactions specific to the child's needs.

4. Before responding to the RC inquiry, the home Service Area Early Childhood Special Educator (ECSE) will review the inquiry to determine the extent of the infant's hearing impairment. If there is a bilateral moderate-severe-profound hearing loss (Deaf infant), the home Service Area ECSE will refer the infant to the appropriate Deaf/Hard of Hearing Service Area ECSE (see appendix III for guidelines), who becomes the designated school district of service to respond to the inquiry, and follow up with the referral.

If there is a unilateral hearing loss, a bilateral mild hearing loss, or a conductive hearing loss (Hard of Hearing infant), the home Service Area ECSE will respond to the inquiry and follow the referral. The D/HH Service Area ECSE will provide consultation services to the home Service Area ECSE.

5. The designated school district Early Start ECSE will respond to the Regional Center by email or fax within 48 hours. One of the following responses will be indicated:

- Agrees to dual intake
- Agrees to serve as solely low incidence
- Declines to serve (not SLI, and no opening or not a priority for dual)
- Agrees to reconsider at a later date when assessment report is available

Dual Intake: Infants who present with multiple concerns may be considered for 'dual' status, if the designated school district Early Start Program has openings. In dual status, the RC is the family's Service Coordinator, and provides most Early Start services. The SD provides special education and related services (see MOU, Appendix B). If the SD has no openings, dual referrals may be declined and RC remains the interim Service Coordination agency.

Solely Low Incidence Intake: Infants whose only presenting concern is hearing loss and who qualify for the ES program will be accepted by the designated SD as 'solely low incidence', regardless of whether the SD ES program has openings or is full. In SLI status, the SD Early Childhood Special Educator is the family's Service Coordinator, and SD/SELPA will be responsible for all Early Start educational services. Additional ES agencies may participate, such as CCS.

Note: Infants with hearing impairment sometimes appear to have multiple concerns (delays in communication, social, or other skills). If developmental delays are a direct result of the hearing impairment, infants should be considered for 'solely low incidence' status. If the delays are the result of a concomitant condition (prematurity, syndrome, illness), the infant should be considered for 'dual' status.

6. All children referred for hearing loss, regardless of whether or not it is unilateral or bilateral, will have consultation by a Deaf/Hard of Hearing (DHH) credentialed teacher. The DHH teacher will review the medical records/audiogram, interview parents if indicated, and conduct or review the assessment, following these steps:

- i. Schedule joint intake with DHH teacher (“DHH”) and ECSE.
- ii. DHH and ECSE collaborate on the assessment. Either jointly assess or DHH reviews the ECSE’s assessment. DHH reviews Audiological report. DHH always signs the Assessment report.
- iii. DHH may attend the IFSP (but not required)
- iv. DHH recommends the level of service to go on the IFSP- may be direct services, or consultative. Level of service must be indicated on the IFSP, and consultation will be specified as direct or indirect, and will specifically note which professionals will be present, and whether or not the child and family will be present.
- v. Minimum level of consultation will be every 6 months, between professionals.

Appendix I. The following Regional Center offices are considered the ‘single point of entry’ for all initial infant referrals, including Deaf/Hard of Hearing infants, who reside in these areas:

North Los Angeles County Regional Center: Las Virgenes USD, (resident of LA County)

Tri-Counties Regional Center East Office: Conejo Valley USD, Moorpark USD, Oak Park USD, Simi Valley USD, Las Virgenes USD (resident of Ventura County)

Tri-Counties Regional Center West Office: Briggs ESD, Fillmore USD, Hueneme ESD, Mesa Union SD, Mupu ESD, Ocean View SD, Ojai USD, Oxnard ESD, Pleasant Valley ESD, Rio SD, Somis Union SD, Santa Clara ESD, Santa Paula ESD, Ventura USD

Appendix II. Regional Center will use the following list of school district Early Start Programs for all initial infant referrals, including Deaf/Hard of Hearing infants, who reside in these areas:

Conejo Valley USD Early Start Program: Conejo Valley USD, Las Virgenes USD, Oak Park USD. Contact person: Raelynne Lorenz, ECSE, (805) 492-4051 x220
Bridget Lee, OT, (805) 492-4051 x219

Simi Valley USD Early Start Program: Moorpark USD, Simi Valley USD.
Contact persons: Keisha Carroll, ECSE. (805) 520-6700 x2658.
Rama Dasu, ECSE, (805) 520-6700 x2658.

Oxnard Elementary SD Early Start Program: Hueneme ESD, Mesa Union SD, Ocean View SD, Oxnard ESD, Pleasant Valley ESD, Rio SD, Somis Union SD.
Contact person: Elizabeth McClelland, ECSE, (805) 385-1518 x2149.
Krista Minnis, OT, (805) 844-8758

Ventura USD Early Start Program: Briggs ESD, Fillmore USD, Mupu ESD, Ojai USD, Santa Clara ESD, Santa Paula ESD, Ventura USD.
Contact persons: Karly Stern, ECSE, (805) 672-2705 x2219.
Launice Walker, ECSE, (805) 672-2705 x2213.

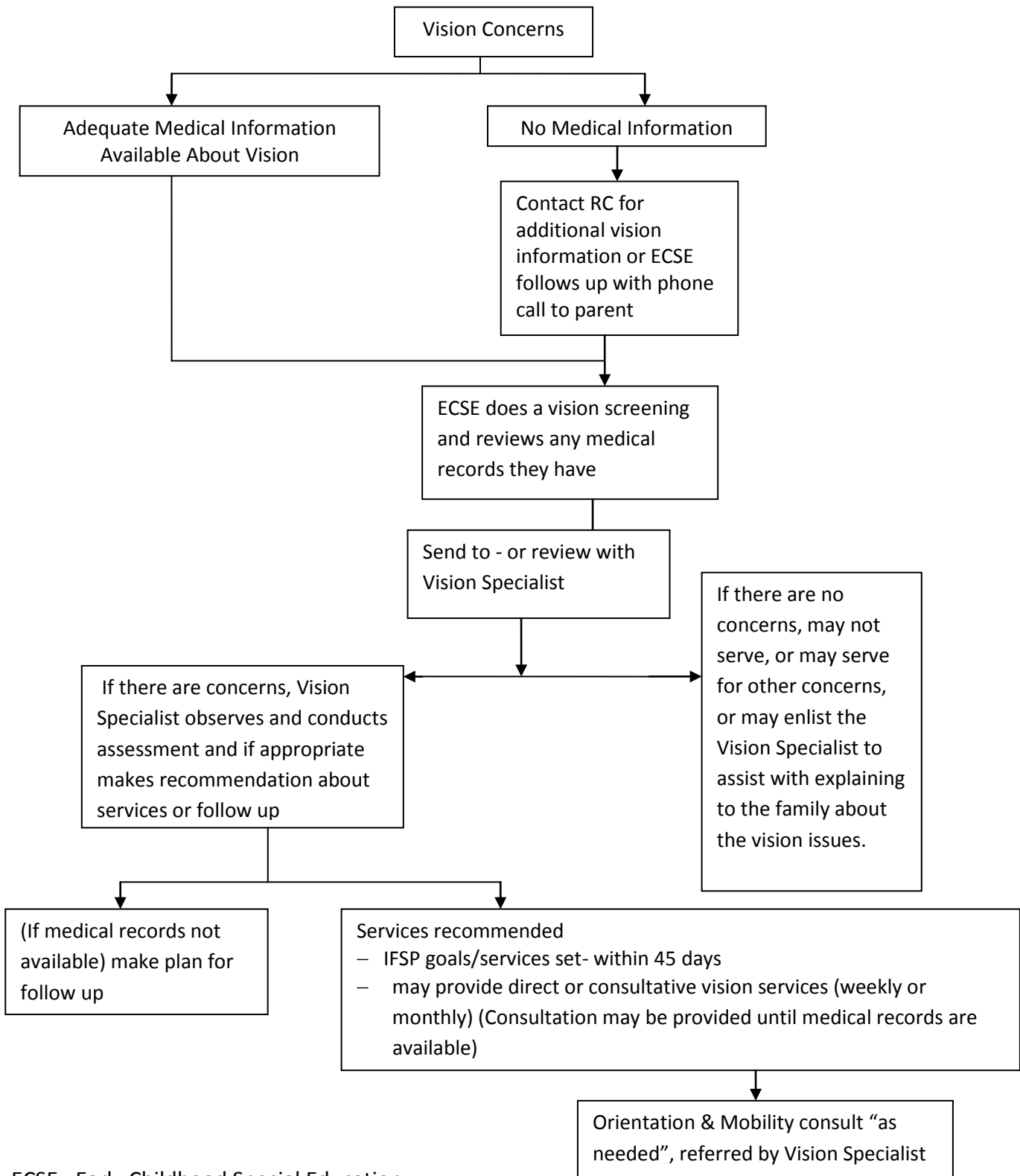
Appendix III. School districts will refer Deaf infants to the following school district Deaf/Hard of Hearing Early Start Programs
(Hard of Hearing infants will be served by their home school district Early Start Program, with consultation provided by the following D/HH ES Programs):

Simi Valley USD Early Start D/HH services:
All districts within the Conejo Valley USD Early Start Program and the Simi Valley USD ES Program.
Contact person: Ricki Nilles, Simi Valley USD, (805) 520-6700 x8

Ventura USD Early Start D/HH services:
All districts within the Oxnard Elementary SD Early Start Program and the Ventura USD ES Program.
Contact person: Launice Walker, VUSD ECSE, (805) 672-2705 x2213

VC SELPA
Flowchart for Evaluating Vision Concerns

Inquiry received from Regional Center



ECSE= Early Childhood Special Education
RC= Regional Center

The following documents are available regarding the Early Start Program.

- “Can Your Baby Benefit from Early Intervention Services?” Brochure (English and Spanish)
- “What’s Next After Early Start?” Booklet (English and Spanish)
- “All About Me” Family Resource Notebook (English and Spanish)
- “Community Resources for Families of Young Children” Booklet (English and Spanish)
- “Sensory Issues and Needs of Children in Early Start” Brochure (English and Spanish)

Contact your Early Start Service Coordinator for any of the above documents.



State Agencies for

EARLY START:

California Department of Education

P. O. Box 944272
Sacramento, CA 94244-2720
Phone: 916-445-4613
Email: www.cde.ca.gov

California Department of Developmental Services

P. O. Box 944202
Sacramento, CA 94244-2020
Phone: 800-515-BABY
Email: www.dds.ca.gov

The Ventura County
SELPA
www.venturacounty SELPA.com

EARLY START PROGRAM

School-based infant services for children 0-3 with special needs



*Mary Samples,
Assistant Superintendent*

*Regina Reed
Director, Personnel Development*

5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560



Services provided by school-based infant programs are determined by the Individual Family Service Plan (IFSP) Process

Individual Family Service Plan (IFSP) Process

The process includes intake, assessment and program planning based on family strengths and needs.

Children with the following disabilities may be eligible:

- Developmental delays
- Established risk for developmental delays

The initial referrals are made to the Tri-Counties or North Los Angeles County Regional Center. The schools serve **all** children with only these disabilities:

- Deafness/hard of hearing
- Visually impaired
- Severe orthopedic impairments

The schools provide all Early Start services for these children.

The Schools will “**dually serve**” children with Tri-Counties Regional Center according to the following priorities up to funded capacity:

- Children who need vision or hearing services
- Children with CA Children Services - MTU eligible diagnoses
- Children with multiple handicaps especially cognitive impairments

The schools will provide special education and related services for these children. The Regional Center provides other Early Start services.

Family Supports

Rainbow Family Connection — (805) 485-9643
2401 E. Gonzales Rd., STE 100
Oxnard, CA 93036

School-based infant services are provided by a transdisciplinary team.

Services are provided in the home, community and play group settings. Professionals collaborate with families and each other to provide integrated services in natural environments.



There are four School District Geographic Teams which serve children from Ventura County and the Las Virgenes Unified School District

Oxnard Region — (805) 487-3918

- Marikaye Phipps — Director of Special Education
- Elizabeth McClelland — Early Childhood Special Educator
- Laura Christian, M.S., CCC-SLP — Speech/Language Specialist
- Joy Garza, M.A.— Vision Specialist
- Debbie Lackey — Orientation/Mobility Specialist
- Jennifer Lesley, R.N., B.S.N. — School Nurse
- Krista Minnis, O.T.R./L — Occupational Therapist
- Emily Sellers, M.S., N.C.S.P., B.C.B.A. — School Psychologist
- Soonhyang Lee, D.P.T. — Physical Therapist
- Sarah Scheerger, MFT — Social/Emotional Services Specialist

Ventura Region — (805) 672-2705 ext. 2213

- Robin Faigin, M.Ed. — Director of Specialized Student Support Services
- Karyl Stern, M.A.— Early Childhood Special Educator
- Christina Rollins — Speech/Language Specialist
- Launice Walker, M.A. — Early Childhood Special Educator and Deaf/Hard of Hearing Specialist
- Debbie Davenport — Vision Specialist
- Debbie Lackey — Orientation/Mobility Specialist
- Deborah Gennaro — Nurse
- Debbie Adams, O.T.R./L — Occupational Therapist
- Vanessa Perez, M.S. — School Psychologist
- Soonhyang Lee, D.P.T.— Physical Therapist

Conejo Region — (805) 497-9511, ext. 221

- Michelle Morse — Director of Special Education
- Ella Orevi-Greenberg — Early Start/Preschool
- Terry Keyson — Vision Specialist
- Lisa Fischinger – Orientation/Mobility Specialist
- Lisa Snyder, R.N.— Nurse
- Yael Forman — Occupational Therapist
- Susan Kunz, MS — School Psychologists
- Chris Gilbert, PT, Kelly Hume, PT — Physical Therapy
- Sandi Killackey, M.A.—Social/Emotional Services Specialist



Simi Region — (805) 520-6700 ext. 2656

- Sean Goldman — Director of Special Education
- Vin Bennett, M.A., Keisha Carroll, M.A., Rama Dasu, M.A.— Early Childhood Special Educators
- Karen Moos, M.A.— Speech/Language Specialist
- Therese Schmitt-Brager— Deaf/Hard of Hearing Specialist
- Angela DeSantis — Vision Specialist
- Polly Vlasic, R.N., B.S.N., C.S.N. — Nurse
- Yael Forman, O.T.— Occupational Therapist
- Erin MacIntyre, M.S., P.P.S. Credential — School Psychologist
- Debbie Lackey – Orientation/Mobility Specialist
- Melbourne Aquino, DPT - Physical Therapist
- Sandi Killackey, M.A.—Social/Emotional Services Specialist

Available for consult to all Regions:

Los siguientes documentos están disponibles referente al programa de Comienzo Temprano.

- “¿Puede Su Bebé Beneficiarse de los Servicios de Intervención Temprana?” Folleto (inglés y español)
- “¿Qué Sigue Después del Comienzo Temprano?” Libro (inglés y español)
- “Todo Referente a Mi” Libreta de Recursos para la Familia (inglés y español)
- “Recursos Comunitarios para Familiares de Pequeños” Libro (inglés y español)
- “Cuestiones Sensoriales y Necesidades de Niños en Comienzo Temprano”, Folleto (inglés y español)

Comuníquese con su coordinador de servicios de Comienzo Temprano para cualquier de los documentos de arriba.



Agencias estatales para

COMIENZO TEMPRANO:

Departamento de Educación de California

P. O. Box 944272
Sacramento, CA 94244-2720
Teléfono: 916-445-4613
Correo electrónico: www.cde.ca.gov

Departamento de Servicios de Desarrollo de California

P. O. Box 944202
Sacramento, CA 94244-2020
Teléfono: 800-515-BABY
Correo electrónico: www.dds.ca.gov

SELPA
del condado de Ventura
www.venturacountyseipa.com

PROGRAMA DE COMIENZO TEMPRANO

Servicios infantiles de base escolar para pequeños de 0-3 con necesidades especiales



Mary Sample,
Superintendente Auxiliar

Regina Reed
Directora, Desarrollo Personal

5100 Adolfo Road
Camarillo, CA 93012
(805) 437-1560



Los servicios proveídos por programas infantiles a base de escuela son determinados por el Proceso del Plan Individual de Servicio Familiar (IFSP).

El proceso incluye admisión, evaluación y planificación del programa basado en fortalezas y necesidades de la familia.

Pequeños con las siguientes incapacidades pueden ser elegibles:

- Retrasos del desarrollo
- Riesgo establecido para retrasos del desarrollo

Las referencias iniciales son hechas al Centro Regional de los Tres Condados o al Noreste del Condado de Los Angeles. Las escuelas sirven a **todos** los niños con sólo estas incapacidades:

- Sordera/duro de oído
- Deficiencia Visual
- Deficiencias ortopédicas severas

Las escuelas proporcionan todos los servicios de Comienzo Temprano para estos niños.

Las escuelas "servirán a duo" con el Centro Regional de los Tres Condados a los pequeños según las prioridades siguientes hasta la capacidad financiada:

- Pequeños que necesitan servicios de la visión u oído
- Los niños inscritos con CA Children Services - con diagnósticos elegibles en el MTU
- Pequeños con múltiples desventajas especialmente impedimentos cognitivos

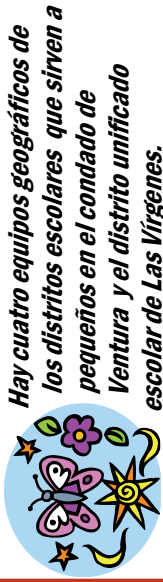
La escuela proporcionará la educación especial y servicios relacionados para estos niños. El Centro Regional proporciona otros servicios de Comienzo Temprano.

Apoyo Familiar

Rainbow Family Connection – (805) 485-9643
2401 E. Gonzales Rd., STE 100
Oxnard, CA 93036

Los servicios infantiles de base escolar son proporcionados por un equipo trans-disciplinario.

Los servicios son proporcionados en los ajustes del hogar, la comunidad y guardería. Los profesionistas colaboran con las familias y entre sí para proporcionar servicios integrados en ambientes naturales.



Región de Oxnard – (805) 487-3918

- Manikaye Phipps – Director en la educación especial
- Elizabeth McClelland— Educadora especial en la niñez prematura
- Laura Christian, M.S., CCC-SLP - Especialista en el habla/ lenguaje
- Joy Garza, M.A.— Especialista en la visión
- Debbie Lackey— Especialista en la orientación/movilidad
- Jennifer Lesly, R.N., B.s.N.— Enfermera
- Krista Minnis, O.T.R./L— Terapeuta ocupacional
- Emily Sellers, M.S., N.C.S.P., BCBA— Psicóloga escolar
- Soonhyang Lee, D.P.T.– Fisioterapeuta
- Sarah Scheerger,MFT— Especialista de Servicios Sociales/ Emocionales

Región de Ventura – (805) 672-2705 ext. 2213

- Robin Faigin, M.Ed. – Directora de Apoyos y Servicios Especializados a Estudiantes
- Karyl Stern, M.A.— Educadora especial en la niñez prematura
- Christina Rollins – Especialista en el habla/lenguaje
- Launice Walker, M.A.— Educadora especial en la niñez prematura y especialista en la sordera/duro de oído
- Debbie Davenport – Especialista en la visión
- Debbie Lackey – Especialista en la orientación/movilidad
- Deborah Gennaro – Enfermera
- Debbie Adams, O.T.R./L – Terapeuta ocupacional
- Vanessa Perez, M.S. – Psicóloga escolar
- Soonhyang Lee, D.P.T.– Fisioterapeuta

Región de Conejo –(805) 497-9511, ext. 221

- Michelle Morse – Directora en la Educación Especial
- Eilah Orevi-Greenberg— Coordinadora del Programa del Inicio Temprano
- Terry Keyson – Especialista en la Visión
- Lisa Fischinger – Especialista en la Orientación/Movilidad
- Lisa Snyder, R.N. – Enfermera
- Yael Forman, OTR/L – Terapeuta Ocupacional
- Susan Kunz, MS – Psicólogas Escolares
- Chris Gilbert, PT, Kelly Hume, PT - Fisioterapeuta
- Sandi Killackey, M.A.— Especialista de Servicios Sociales/ Emocionales



Región de Simi – (805) 520-6700 ext. 2656

- Sean Goldman – Director en la Educación Especial
- Vin Bennett, M.A.; Keisha Carroll, M.A.; Rama Dasu, M.A.— Educadoras Especiales en la Niñez Prematura
- Karen Moos, M.A.— Especialista en el Habla/Lenguaje
- Therese Schmitt-Brager – Especialista en la Sordera/Duro de Oído
- Angela DeSantis– Especialista en la Visión
- Polly Vlasic, R.N., B.S.N., C.S.N.— Enfermera
- Yael Forman, OTR/L – Terapeuta Ocupacional
- Debbie Lackey – Especialista en la Orientación/Movilidad
- Erin MacIntyre, M.S., P.P.S. – Psicólogo Escolar
- Melbourne Aquino, DPT – Fisioterapeuta
- Sandi Killackey, M.A.— Especialista de Servicios Sociales/ Emocionales

Disponible para Consultas a todas las Regiones

VENTURA COUNTY SELPA EARLY START PROGRAM

www.venturacountyselpa.com

OPERATIONS MANUAL FOR

**School District
Early Childhood
Special Educators (ECSE)**

Serving Infants/ Toddlers 0 – 36 months

2014

*“Baby Bootee Camp”
Guide*

Contact:
Regina Reed
Director of Personnel Development
rreed@vcoe.org



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The Ventura County Early Start Program
Announces . . .

The 27th Annual Conference

"Walking the Path Together"

FOR FAMILIES OF YOUNG CHILDREN WITH SPECIAL NEEDS (0-5 YEARS OLD) AND THE PROFESSIONALS
WHO SUPPORT THEM!



WHEN: 8:00 AM—1:30 PM
April 25, 2015
Ends with a catered lunch!

WHERE: Garden Grove School
2250 Tracy Ave.
Simi Valley, CA 93063

Keynote Presenters: (English) Diane Weis, Director of Special Education, Moorpark Unified School District and mother of a child with special needs.
(Spanish) Maria Gomez, Service Coordinator, Tri-Counties Regional Center and mother of a child with special needs.

Other Topics (All sessions will be offered separately in both English and Spanish):
Language, Behavior, Sensory/Motor, Building the Family

Full conference brochure can be accessed on the SELPA website mid-January. Ask your Early Start Service Coordinator, preschool teacher or Rainbow Connection Family Resource Center for a copy or check this website: www.venturacountyselpa.com ("Workshops and Conferences")

Limited scholarships for conference are available to families of children with special needs served by Early Start and Regional Center. First come, first served.

Foster Parents may attend at no cost
You must pre-register!

The Ventura County Early Start Program
Announces . . .

Nuestra 27a Conferencia Anual

"Caminando La Vereda Juntos"

! PARÁ FAMILIARES DE PEQUEÑOS CON NECESIDADES ESPECIALES (0-5 AÑOS) Y LOS PROFESIONISTAS
QUE LES APOYAN!



CUANDO: 8:00 AM—1:30 PM
01 de Marzo 2014

DONDE: Carl Dwire School
3150 Via Marina Ave
Oxnard, CA 93035

Oradores Principales: (Inglés) Cecilia Laufenberg, Recreation Therapist, Conejo Recreation and Park District, y padre de un niño con necesidades especiales (Español) Edith Wysinger, MS, Family Services, Channel Islands Social Services, y padre de un niño con necesidades especiales

OTROS TEMAS (TODAS LAS SESIONES SE OFRECERAN EN INGLÉS Y EN ESPAÑOL):

Autismo: Nuestra Historia; Diversión con arte hecho en casa; Ponga su motor en marcha; Mi hijo, Mi familia; Fomentar el Idioma a través del juego y la música

Folleto completo de esta conferencia se puede acceder en el sitio web de SELPA principios de febrero. Pregúntele a su Coordinador de Servicios de Inicio Temprano, maestra de preescolar temprana o en el Centro de Recursos Familiares Rainbow Connection para obtener una copia o visite este sitio web:

www.venturacountyselva.com ("Workshops and Conferences")

Un número limitado de becas para la conferencia están disponibles para las familias de niños con necesidades especiales servidos por el programa de comienzo temprano y el programa de centro regional. Primer llegado, primer servido.

Padres de crianza pueden asistir sin costo alguno
Pero usted debe registrarse antemano!

VENTURA COUNTY

EARLY START PROGRAM



INTERAGENCY COORDINATING COUNCIL

(ICC)



GENERAL INFORMATION

2012-2013

General Information

All meetings will be 1:30-3:30 PM, Wednesdays, at the Ventura County SELPA, 5100 Adolfo Rd., Camarillo.

All meetings are open to the public. “*Simultaneous translation*” in Spanish or sign language is also available upon request. For parents who’d like to attend a meeting for the first time, another “*friendly parent*” can be available to meet you at the door and “*show you the ropes*,” if you prefer.

To reserve interpretation, request a “*friendly parent*”, or to add items to the agenda, call Juanita Delgadillo at (805) 437-1560.

“Community Partners Rally”

An orientation to the Early Start Program for all of our agency partners.

March 27, 2013

11:30 AM - 1:00 PM
(includes a light lunch)

Regular Meetings

1:30 - 3:30 PM

September 26, 2012

December 12, 2012

March 27, 2013

June 5, 2013

Purpose

- To give updates
- Air concerns
- Gain input and
- Share information about the Ventura County Early Start Program.



Members

- Service Coordinators and providers
- Parents
- Family members
- Medical personnel
- Related agency staff
- Others who are concerned with infants 0-3 with developmental delays or who are “at risk” for developmental delays.



Condado de Ventura

PROGRAMA DE INTERVENCIÓN TEMPRANA



INFORMACION GENERAL

2012 - 2013

Información General

Las juntas serán los miércoles de 1:30 -3:30 p.m., en el SELPA del condado de Ventura, 5100 Adolfo Road., Camarillo.

Todas las juntas son accesibles al público. “Traducción simultánea” en español o lenguaje de señas se ofrece a petición. Para padres que gusten asistir por primera vez, otro “padre amigable” puede ofrecerse a encontrarle en la puerta y “ponerle al tanto,” si usted lo prefiere. Para traducción, solicitar un “padre amigable”, o adiciones a la agenda, comunicarse con Juanita Delgadillo al (805) 437-1560.

HORARIO

“Reunión de los Socios Comunitarios”

Una orientación al programa de Comienzo Temprano para todos nuestros socios de las agencias

Marzo 27, 2013

11:30 AM - 1:00 PM
(se ofrecerá un almuerzo ligero)

Juntas regulares

1:30 - 3:30 PM

Septiembre 26, 2012

Diciembre 12, 2012

Marzo 27, 2013

Junio 5, 2013

Propósito

- Dar actualizaciones
- Ventilar preocupaciones
- Aumentar su conocimiento y
- Compartir información acerca del Programa del Comienzo Temprano del Condado de Ventura.



Miembros

- Coordinadores de Servicio y proveedores
- Padres
- Miembros de familia
- Empleados médicos
- Empleados de la agencia relacionada
- Otros que se preocupan de los infantes de 0 a 3 con retraso en su desarrollo o que están “en riesgo” de retrasarse en su desarrollo.



PARENTS' RIGHTS AND RESPONSIBILITIES IN THE EARLY START PROGRAM UNDER IDEA

EVALUATION AND ASSESSMENT

The determination of eligibility for Early Start in California includes a timely, comprehensive, multidisciplinary evaluation and assessment of every child under age three years who is suspected to be in need of early intervention services. If no parent or guardian is available or the child is a ward of the court, a knowledgeable surrogate parent who has no conflicting interest will be appointed by a regional center or LEA, under Title 17, Section 52175. Procedural safeguards ensure that families are provided their rights under the law.

As a parent, you have the right to:

1. be fully informed of your rights under Early Start;
2. refer your child for evaluation and assessment, provide information throughout the process, make decisions, and give informed consent for your child's early intervention services;
3. understand and provide voluntary written permission or refusal before the initial evaluation and assessments are administered; Consent for evaluation and assessment is required only at the time of initial evaluation and assessment to receive services. (If consent is refused, the regional center or LEA may take steps to obtain an initial evaluation without parental consent.);
4. participate in the initial evaluation and assessment process including eligibility determination;
5. receive a completed initial evaluation and assessment within 45 days after the referral of your child to a regional center or an LEA;
6. participate in a meeting to share the results of evaluations and assessments; and
7. participate in all decisions regarding eligibility and services.

THE INDIVIDUALS WITH DISABILITIES EDUCATION ACT (IDEA) REQUIRES THAT:

1. Evaluation and assessment materials are administered in the language of the parents' choice or other mode of communication, unless it is clearly not feasible to do so.
2. Evaluation and assessment procedures and materials are selected and administered so as not to be racially or culturally discriminatory.
3. Evaluation and assessment materials are appropriate to assess the specific areas of developmental need and are used for the specific purposes for which they were designed.
4. Evaluations and assessments are conducted by qualified personnel.
5. Evaluations and assessments administered to children with known vision, hearing, orthopedic, or communication impairments are selected to accurately reflect the child's developmental level.
6. Evaluations and assessments are administered in the five developmental areas, which include physical development (motor abilities, vision, hearing, and health status); communication development; cognitive development; adaptive development; and social or emotional development. Assessments and evaluations are ongoing while your child is in Early Start.

7. Evaluations and assessments shall be conducted in natural environments whenever possible.
8. Pertinent records relating to your child's health status and medical history are reviewed.
9. No single procedure is used as the sole criterion for determining your child's eligibility for early intervention services.
10. Interviews to identify family resources, priorities, and concerns regarding the development of your child and your family's needs are voluntary.

INDIVIDUALIZED FAMILY SERVICE PLAN (IFSP)

An Individualized Family Service Plan (IFSP) is a written plan for providing early intervention services to an eligible child and the child's family. For an infant or toddler who has been evaluated for the first time, a meeting must take place within 45 days of the referral to the regional center or LEA to share the results of the evaluation, to determine eligibility, and, for children who are eligible, to develop the initial IFSP. Evaluation results and determination of eligibility may be shared with families prior to the first IFSP meeting. A periodic review of your child's IFSP must take place at least every six months. A review may occur more frequently if there are any changes to the IFSP or if you request a periodic review with the regional center or LEA. The IFSP must also be reviewed annually to evaluate how your child is doing and to make any needed changes to the IFSP.

During the development and implementation of an IFSP, you have the right as the parent to:

1. attend the IFSP meetings and participate in developing the IFSP;
2. invite other family members to attend IFSP meetings;
3. invite an advocate or persons other than family members to attend and participate in the IFSP meetings;
4. have a copy of the complete IFSP;
5. have the contents of the IFSP fully explained in the language of your choice;
6. give consent to services listed on the IFSP. If you do not give consent to a service, it will not be provided. You may withdraw consent after initially accepting or receiving a service;
7. have services provided in the natural environment or an explanation of why that is not possible;
8. exchange information about your child among other agencies;
9. be notified in writing before any agency or service provider proposes or refuses to initiate or change your child's identification, evaluation, assessment, placement, or the provision of appropriate early intervention services to your child or your family. The notice must contain:
 - the action that is proposed or refused,
 - reasons for the action, and
 - all available procedural safeguards.

The notice must be presented in the language of your choice, unless it is clearly not feasible to do so, and may be translated so that you understand its contents; and

10. voluntarily use private insurance to pay for evaluation, assessment, and required early intervention services on the IFSP.

Mediation Conferences, Due Process Hearings, and State Complaints

In Early Start, parents have rights and protections to assure that early intervention services are provided to their children in a manner appropriate to their needs, in consideration of family concerns, and in compliance with applicable federal and State statutes and regulations. The following procedures are only for children under the age of three years.

As a parent, you have the right to:

1. request a due process hearing any time a regional center or LEA proposes or refuses to initiate or change the identification, evaluation, assessment, placement, and/or provision of appropriate early intervention service(s);
2. be informed of your right to file a complaint or a request for mediation and/or due process;
3. file a complaint if you believe there has been a violation of any federal or state statute or regulation governing early intervention services under Early Start including eligibility and services;
4. request a mediation conference immediately, prior to a complaint or due process hearing request, or at any time during the complaint/due process hearing processes to resolve a dispute related to any matter concerning federal or state statute or regulation governing early intervention services under Early Start; and
5. file a complaint if a due process decision fails to be implemented.

Mediation Conference

Mediation is a voluntary, non-binding, confidential process in which a neutral mediator facilitates settlement negotiations between you and another party. Voluntary mediation conferences are an informal way to resolve disagreements with early intervention service agencies or to address alleged violations of any state and federal statutes or regulations.

As a parent you have the right to:

1. file a request for mediation as the initial option for resolving a dispute or any time during the due process hearing or complaint process,
2. request a due process hearing or file a state complaint if the disagreement is not resolved,
3. refuse to participate in mediation ,
4. have an impartial person facilitate the mediation conference,
5. require that the mediation conference is carried out at a time and in a location that is reasonably convenient for you,
6. have all personally identifiable information maintained in a confidential manner, and
7. receive a written document outlining the agreements reached as a result of the mediation conference.

Requests for mediation are filed with the:
Office of Administrative Hearings
Attention: Early Start Intervention Section
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
(916) 263-0654 Fax: (916) 376-6318

Due Process Hearings

All parents are encouraged to resolve differences at the lowest administrative level possible. When differences between you and a regional center or LEA cannot be resolved, due process hearings are available. You, as a parent, are encouraged to seek assistance from your child's service coordinator, the

regional center, or the Special Education Local Plan Area (SELPA) office. Circumstances leading to a due process hearing may be disagreements related to a proposal or refusal for identification, evaluation, assessment, placement, or services.

Your child will continue to receive the early intervention services identified on the IFSP that he/she is currently receiving unless you and the regional center or LEA otherwise agree to a change. If your disagreement involves a new service that has not started, your child will receive all services identified on the IFSP that are not in dispute. This does not include your regional center providing early intervention services after your child has reached 36 months of age, as federal law and regulations do not allow states to pay for early intervention services under any circumstances once your child transitions from Early Start. The program or programs your child enrolls in subsequent to transition from Early Start is responsible for providing you and your child services for which he or she is eligible to receive.

Requests for a due process hearing are filed at the following address:*

Office of Administrative Hearings
Attention: Early Start Intervention Section
2349 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
(916) 263-0654 Fax: (916) 376-6318

**The due process hearing request form may be obtained from your service coordinator, the regional center, the LEA, and the Department of Developmental Services (DDS) website: www.dds.ca.gov/Forms/pdf/DS1802.pdf*

The due process hearing must be completed within 30 days of receipt of the request by the Office of Administrative Hearings. The timely issuance of the written decision may not be delayed by any concurrent voluntary local efforts to resolve the matter. The decision will be final unless appealed.

As a parent, you have the right to:

1. have the due process hearing conducted by an impartial person, not employed by an agency serving your child, who is knowledgeable in the laws relating to early intervention and the service needs of infants, toddlers, and families;
2. require that the proceeding is carried out at a time and in a location that is reasonably convenient for you;
3. have all personally identifiable information maintained in a confidential manner;
4. bring a civil action against the other party following completion of the proceeding if you disagree with the results;
5. receive services identified on the IFSP that are not in dispute; and
6. have mediation discussions kept confidential and not used as evidence in any subsequent due process or civil proceedings.

During a due process hearing, you also have the right to:

1. be accompanied and advised by counsel and/or by individuals with special knowledge with respect to early intervention services for children under age three years;
2. present evidence, confront, cross-examine, and compel the attendance of witnesses;
3. prohibit the introduction of any evidence at the proceeding that has not been disclosed to you at least five days before the proceeding begins;
4. obtain a written or electronic verbatim transcription of the proceeding; and
5. obtain written findings of facts and decisions within 30 days from the date the request is filed.

State Complaints

Any individual or organization may file a signed, written complaint against the DDS, the California Department of Education (CDE), or any regional center, LEA, or private service provider that receives Part C funds alleging violation of any state or federal early intervention statute or regulation.

However, even though DDS is mandated to investigate any complaint it receives, state law does not allow disclosure of the Early Start recipient's personally identifiable information without written parental consent, other than authorized employees specified by the regional center or LEA.

Information or assistance in filing complaints is available from your child's service coordinator, the regional center office, or the SELPA. DDS and CDE are available for consultation regarding the filing of a complaint. Additional assistance is available from advocacy organizations such as the State Council on Developmental Disabilities or Disabilities Rights California.

Complaints are filed directly with the:

Department of Developmental Services
Office of Human Rights and Advocacy Services

Attention: Early Start Complaint Unit

1600 9th Street, MS 2-15

Sacramento, CA 95814

(916) 654-1888 Fax: (916) 651-8210

Any individual or organization who files a complaint has the right to:

1. receive assistance in filing the complaint from a service coordinator, regional center, and/or LEA;
2. not be compelled to use any other procedures under the Education Code or the Lanterman Developmental Disabilities Services Act to resolve the complaint;
3. submit additional information to DDS that may be helpful to the investigation;
4. receive a final written decision within 60 days of the date DDS receives the complaint;
5. receive appropriate remedies that may include monetary reimbursement or other corrective action, and assurance that services will be provided appropriately in the future if the decision of DDS includes remedies for denial of appropriate services;
6. have any issue in a complaint that is not part of a due process hearing be resolved by DDS within 60 days of the receipt of the complaint;
7. be notified by DDS that the hearing decision is binding if an issue is being raised in a complaint that had previously

8. been decided in a due process hearing involving the same parties; and
8. have any complaint resolved that alleges the failure of a public agency or private service provider to implement a due process decision.

The complaint must:

1. be in writing and contain a signed statement alleging that DDS, CDE, the regional center, LEA, or other service provider involved with Early Start has violated a federal or state law or regulation;
2. provide the name, address, and phone number of the complainant;
3. contain a statement of facts upon which the violation is based;
4. include the name of the party against whom the complaint is being filed;
5. have occurred not more than one year before the date the complaint is received by DDS unless a longer period is reasonable because the alleged violation continues for the child or other children, or
6. have occurred not more than three years before the date on which the complaint is received by DDS if the complainant is requesting reimbursement or corrective action as remediation of the complaint;
7. the complaint may also include, if applicable, a description of the voluntary steps pursued at the local level to resolve the complaint; and
8. be withdrawn if the Complainant elects to participate in mediation within the 60 day complaint investigation.

DERECHOS Y RESPONSABILIDADES DE LOS PADRES DE FAMILIA EN EL PROGRAMA DE INICIO TEMPRANO BAJO EL ACTA "IDEA"

EVALUACION Y ASESORAMIENTO INICIAL

Desarrollar un plan individual de servicio familiar (IFSP) incluye efectuar una evaluación y valoración oportuna, comprensiva y multidisciplinaria de cada niño menor de tres años de edad a quien se sospeche necesite servicios de intervención temprana. Si ninguno de los padres está disponible, o si el niño tiene tutela de la corte, un padre sustituto instruido que no tenga interés contradictorio será designado. Protecciones de procedimiento aseguran que a usted y a su niño se les proveen sus derechos conforme la ley.

Como padre de familia, tutor o padre sustituto, usted tiene el derecho a:

1. Referir a su hijo para evaluación y asesoramiento, proveer información a través del proceso y tomar decisiones y otorgar consentimiento bien informado para los servicios de intervención temprana de su hijo.
2. Entender y otorgar voluntariamente un permiso por escrito o negarse antes de ser administradas la evaluación inicial y asesoramiento. El consentimiento no es una condición para beneficio excepto inicialmente. Si el consentimiento es rehusado, el centro regional o la agencia educativa local en (LEA) podría procurar el proceso legal para una audiencia.
3. Participar en el proceso de la evaluación y asesoramiento inicial.
4. Ser plenamente informado de los resultados de la evaluación y asesoramiento.
5. Una evaluación/asesoramiento consumada/o y una junta del plan individual de servicio familiar (IFSP) dentro de los 45 días sucesivos al referimiento de su hijo al centro regional o al distrito escolar local (LEA) para determinar elegibilidad y desarrollar el plan de IFSP.
6. Tener acceso a expedientes, ya sea por usted o su representante, inclusive el derecho a examinar y obtener copias de expedientes con respecto a su hijo y el derecho a solicitar una enmienda u omisión de los expedientes de cualquier agencia participante con relación a su hijo o solicitar una audiencia legal.
7. Tener un intercesor ayudándole en sus tratos con el sistema de intervención temprana inclusive los centros regionales y las agencias educativas.
8. Tener la información identificable personalmente de su hijo conservada en una manera confidencial y tener las fuentes informativas, acceso, uso y normas para localización, almacenamiento, divulgación, retención y destrucción bajo los Derechos Educativos de la Familia y el Acto de Privacidad (FERPA) le sean explicados.
9. Solicitar una conferencia de intervención y/o una audiencia del proceso legal para disputar los resultados de cualquier evaluación, valoración, ubicación y/o servicio.
10. Recibir información acerca de donde una evaluación educativa e independiente a costo público está disponible.
11. Recibir una evaluación independiente a costo público si se determina apropiado por un oficial de audiencia ó es requerido por un oficial de audiencia y satisface el criterio de una agencia pública.

EL ACTA EDUCATIVA PARA INDIVIDUOS CON DISCAPACIDADES (IDEA) EXIGE QUE:

1. Los materiales de evaluación y asesoramiento sean administrados en la lengua materna de los padres o familia del niño u algún otro modo de comunicación a menos que no sea claramente posible el hacerlo.
2. Los procedimientos y materiales de la evaluación y asesoramiento sean seleccionados y administrados de tal forma que no discriminen por motivo de raza, sexo, cultura o condición impeditiva.
3. Los materiales de evaluación y asesoramiento sean apropiados para el propósito específico para los cuales se están usando.
4. Las evaluaciones y los asesoramientos sean administrados por personal calificado.
5. Las evaluaciones y los asesoramientos administrados a niños con conocidos impedimentos visuales, auditivos, ortopédicos ó comunicativos sean seleccionados de tal forma que reflejen precisamente el nivel del desarrollo del niño.
6. Los materiales de evaluación y valoración estén diseñados para evaluar las áreas específicas de las necesidades de desarrollo y no estén diseñadas para proveer exclusivamente una medida del cociente intelectual.
7. Las evaluaciones y valoraciones sean administradas en cinco áreas del desarrollo, inclusive el desarrollo físico (visión, audición, condición de salud), el desarrollo de la comunicación, el desarrollo cognoscitivo, el desarrollo de adaptación y el desarrollo social y emocional y sean continuas mientras el niño esta en el Programa de Inicio Temprano.
8. Expedientes pertinentes a la condición de salud actual del niño y sus antecedentes médicos sean revisados y que expedientes/ explicaciones escolares se pongan a su disposición dentro de los 5 días que usted los haya solicitado.
9. No se use solamente un procedimiento como el único criterio para determinar la elegibilidad del niño para los servicios de intervención temprana.
10. Se provea un permiso voluntario para una entrevista que identifique los recursos, prioridades y dudas de la familia con respecto al desarrollo de su hijo y las necesidades de su familia.

PLAN INDIVIDUAL DE SERVICIO FAMILIAR (IFSP)

Una reunión para determinar la elegibilidad y crear el IFSP de su hijo ha de ser efectuada dentro de los 45 días sucesivos del referimiento al centro regional o agencia educativa local (LEA). Como padre de familia usted tiene derechos en crear e implementar el IFSP al:

1. Asistir a la reunión y participar en determinar la elegibilidad y formular el IFSP.
2. Solicitar la asistencia de otros familiares.
3. Solicitar la asistencia y participación en la reunión del IFSP de un intercesor o personas ajenas a la familia.
4. Tener una copia del IFSP completo.
5. Explicársele totalmente en su idioma natal los contenidos del plan IFSP.
6. Acceder a los servicios enumerados en el IFSP. Si usted no accede a algún servicio, este no será provisto. Usted puede retirar su consentimiento después de haber recibido un servicio inicialmente.
7. Recibir servicios en el ambiente natural o una explicación de porque no le es posible.

8. Ser notificado por escrito en su lengua natal, a menos que claramente no sea posible hacerlo, antes de que alguna agencia ó proveedor de servicios proponga o rehúse a iniciar o cambiar la identificación, evaluación, asesoramiento o colocación educativa de su hijo o el suministro de servicios de intervención temprana apropiados para su hijo o su familia. El aviso puede ser traducido para que usted entienda su contenido. El aviso ha de contener:
 - La acción que se propone o se rechaza;
 - Las razones para la acción;
 - Las protecciones de procedimientos disponibles bajo 34 CFR 303.400 a 303.460.
9. Acceder a enviar información sobre su hijo a otra agencia, inclusive la agencia educativa local durante la transición a servicios de Educación Especial ofrecidos por el distrito escolar.

PROCEDIMIENTOS ADMINISTRATIVOS

Bajo el Acta Educativa para Individuos con Discapacidades (IDEA), los padres tienen derechos y protecciones para asegurar que los servicios de intervención temprana sean provistos a su hijo en una manera oportuna y apropiada para sus necesidades y los intereses de la familia. Los padres tienen derecho a una audiencia administrativa imparcial al nivel estatal ante una persona con conocimiento en las leyes relacionadas con la intervención temprana y la necesidad de servicios para infantes, niños pequeños y sus familias.

QUEJAS: Como padre de familia, usted puede archivar por escrito una queja firmada la cual alegue violaciones a las leyes estatales o federales de intervención temprana o sus reglamentos. Ayuda en archivar quejas está disponible a través del coordinador de servicios de su hijo y/o por el SELPA (Área Local de Planificación de Educación Especial) o la oficina del centro regional. **Las quejas son archivadas directamente con el "Department of Developmental Services, Attention: Office of Human Rights, Early Start Complaint Unit" (Departamento de Servicios del Desarrollo, Atención: Oficina de Derechos Humanos, Unidad de Quejas de la Intervención Temprana), 1600 9th Street, Room 240, MS-2-15, Sacramento, CA 95814, (916) 654-3452, Fax: (916) 651-8210.** Las quejas serán resueltas en 60 días. Usted tiene el derecho de someter información adicional, recibir una decisión por escrito y solicitar una revisión de los resultados por el Secretario de Educación de los EE. UU. en la Oficina de Programas de Educación Especial (OSEP).

Cualquier organización o persona puede archivar una queja y tener el derecho de:

1. Proveer una declaración escrita y firmada alegando que algún centro regional, agencia educacional (LEA) u otro proveedor de servicios o agencia involucrada con Inicio Temprano ha violado una ley federal o estatal o una regía.
2. No ser obligado a usar ningún otro procedimiento bajo el Código de Educación o el Acta Lanterman para resolver la queja.
3. Ser informado de su derecho a archivar una queja.
4. Recibir la ayuda del coordinador de servicios para archivar la queja.
5. Proveer: el nombre, el domicilio y el número de teléfono del demandante; una declaración de que un partido ha violado una ley o regía federal o estatal; una declaración de los hechos sobre los cuales se base la violación; el nombre del partido responsable y los procedimientos efectuados al nivel local para resolver la queja.

PROCESO LEGAL: Se sugiere a todos los padres a resolver las diferencias al nivel administrativo mas bajo posible. En todos los

casos en los cuales las diferencias no puedan ser resueltas, una mediación imparcial y/o proceso legal serán disponibles para usted. También, se le sugiere procurar ayuda por el coordinador de servicios y/o el SELPA o la oficina del centro regional. Las circunstancias que ameritan intervención o una audiencia de proceso legal podrían ser desacuerdos relacionados con una propuesta o rehúsa para la identificación, evaluación, valoración, colocación ó servicios. Estos procedimientos se pueden usar para resolver desacuerdos entre usted y alguna agencia o el centro regional. El niño continuará recibiendo los servicios apropiados de intervención temprana a menos que los partidos acuerden algo diferente.

Las solicitudes para el proceso legal se archivan con "Office of Administrative Hearings, Attention: Early Intervention Section, 560 J St., Suite 300, Sacramento, CA 95814, (916) 445-4926, FAX: (916) 323-6439 " La audiencia del proceso legal imparcial por una persona no empleada por la agencia proveedora de servicios para el niño, incluyendo los esfuerzos para intervención voluntaria será efectuada dentro de los 30 días sucesivos al recibir la solicitud y será una decisión final si no es apelada.

Como padre de familia, usted tiene derecho a:

1. Ser acompañado y aconsejado por un licenciado y por individuos con entrenamiento especial con respecto a los servicios de intervención temprana para niños menores de tres años.
2. Presentar evidencia y enfrentar, interrogar y exigir la presencia de testigos.
3. Prohibir la presentación de cualquier evidencia al proceso la cual no se le haya revelado por lo menos cinco días antes del inicio del proceso.
4. Obtener una transcripción, palabra por palabra, del procedimiento, ya sea por escrito o grabación electrónica.
5. Obtener resultados por escrito de los hechos y las decisiones dentro de los 30 días sucesivos a la fecha en que se archivo la queja.
6. Procurar que toda información personal identificable sea conservada de manera confidencial.
7. Exigir que el procedimiento se efectúe en una hora y en un lugar que sea razonablemente conveniente para usted.
8. Encausar acción civil sobre el otro partido después de terminar el procedimiento.
9. Recibir aquellos servicios identificados en el IFSP que no estén en disputa.
10. Presentar evidencia de una evaluación independiente obtenida a costo privado.

**MEMORANDUM OF
UNDERSTANDING
2013**

**VENTURA COUNTY SELPA
AND
TRI-COUNTIES REGIONAL
CENTER**

**Individuals with Disabilities
Education Act (IDEA)**

**PART C
Services to Infants and
Toddlers**

I. PURPOSE**Group 1**↓

The purpose of this interagency agreement is to describe selected operating procedures of Tri-Counties Regional Center (TCRC) and Ventura County Special Education Local Plan Area (VCSELPA) relating to the implementation of Part C of the Individuals with Disabilities Education Act (hereinafter referred to as “IDEA”) and its implementing regulations. This agreement will define the components necessary to ensure effective cooperation and coordination between the two agencies in respect to providing services to children and families including referral, assessment, Individualized Family Service Plan (IFSP), transition, service coordination, provision of services, payor of last resort, and procedural safeguards. It will also describe procedures for dispute resolution and effective cooperation and coordination in policy making regarding legal and financial services. (California Early Intervention Services Act –[CEISA]- California Government Code Title 14, Chapter 1, 95000)

II. PARTIES

The parties to this agreement are TCRC and VCSELPA.

III. TARGET POPULATION

This agreement applies to activities and services performed on behalf of infants and toddlers, birth up to 36 months of age, and their families, who are eligible for early intervention services under IDEA, as defined in CEISA Section 95014.

IV. FINANCIAL RESPONSIBILITY**A. Payor of Last Resort**

TCRC and VCSELPA will operate within the provisions of the State Interagency Agreement executed between the Department of Developmental Services (DDS) and the California Department of Education (CDE) on September 9, 1993. The pertinent sections of the State Interagency Agreement pertaining to “Payor of Last Resort” are as follows:

1. *Definition* - “Payor of last resort” means the Regional Center or school district (“district”) that is required to pay for early intervention services listed on the IFSP when third party payors or other agencies do not have an obligation to pay as required by 34 CFR, Section 303.520 - 303.527.
2. *Regional Center* - The Regional Center will be the payor of last resort for all IDEA eligible infants who are children as defined by state law and policies, and the annual state application. This includes infants who may be eligible for both Early Start services through the Regional Center and school districts. It will not include infants and toddlers with solely visual, hearing, or severe orthopedic impairments, or any combination thereof, who meet the criteria in Section 56026.5 of the Education Code, and in subdivisions (a), (b), (d) or (e) of Section 3030, and Section 3031 of Title

5 of the California Code of Regulations The Regional Center provides services on a year-round basis. See *Appendix “A”* for Early Intervention services provided by Regional Center.

3. *Local Education Agency (“District”)*- The district will be the payor of last resort for those infants and toddlers with solely visual, hearing or severe orthopedic impairment, or any combination thereof, from either Tri-Counties or North LA County Regional Centers who reside within the SELPA, who meet the criteria in Sections 56026 and 56026.5 of the Education Code, and in subdivisions (a), (b), (d), or (e) of Section 3030, and Section 3031 of Title 5 of the California Code of Regulations. The district is available at all times during the year to receive and act upon referrals of any solely low incidence children. The district is funded to provide services 200 days per year. The IFSP team will determine the appropriate amount of services necessary to meet the child’s needs. (Budget Act of 07-08 Senate Bill 77/ [Chapter 171, Statutes of 2007]) (Budget Act”) Section #8. See *Appendix “A”* for Early Intervention services provided by district to solely low incidence children.
4. *Dually Served* - For infants and toddlers and their families who are eligible to receive Early Start services from both the Regional Center and district, the district shall provide special education and related services as per California Education Code Section 56426.1-56426.4 and “CFR 300.13 of Title 34 of the Code of Federal Regulations as that section read on April 1, 1986” (EC Section 56426.3) up to its funded program capacity. (CEISA 95014 (c)) See *Appendix “B”* for special education services provided by district for children who are “Dually Served.”

The Regional Center shall be the agency responsible for providing or purchasing appropriate early intervention services indicated in the IFSP that are beyond the mandated responsibilities of district, as described in Appendix B.

B. Maintenance of Effort

Although TCRC is the designated payor of last resort for children jointly served by Regional Center and VCSELPA, the district shall provide special education and related services to infants and toddlers who meet both agencies’ eligibility criteria up to capacity of VCSELPA’s Instructional Personnel Service Units (IPSUs) (114 children). Budget Act Section # 7. The parties to this agreement are committed to VCSELPA applying its best effort to serving 14 children per IPSU. A limited number of spaces may be made available to serve children with the North Los Angeles County Regional Center upon referral.

When making decisions about children to be “dually served,” first consideration will be given to children with any of the characteristics that follow:

- Children who would benefit from vision and/or hearing services;

- Children with orthopedic impairments; or,
- Children with multiple handicaps, especially those with cognitive impairments and other disabilities.

If a child is selected for assessment solely by Regional Center and assessment results indicate the child has characteristics of the criteria above, the child may be re-referred to the district for consideration for dual service delivery with the schools.

The SELPA will forward to Tri-Counties Regional Center, at least annually, a copy of the school district brochure about Early Start Services, in English and Spanish. (*Appendix "C"*)

V. PROGRAM IMPLEMENTATION POLICIES

Group 2↓

A. **Child Find**

TCRC and SELPA agree to use a common "Child Find" brochure "*Could Your Baby Benefit from Early Intervention Services?*" (*Appendix "D"*) TCRC and SELPA collaborate together in yearly Child Find activities. The SELPA disseminates the brochure to all schools, preschools and libraries at the beginning of each semester; and, TCRC disseminates to all physicians and other agencies serving young children each March.

B. **Referral Procedures**

The Early Start Inquiry form is a common interagency intake document. (*Appendix "E"*). TCRC agrees to act as the single point of entry for Early Start infants and toddlers, which is available at all times during the year.

Families will be informed that the public school system is a collaborative partner in providing Early Start services.

The Inquiry form will be completed by the TCRC On Duty Service Coordinator, using information from the referring party. The Inquiry form will be forwarded by email or fax to the appropriate district regional program as noted below. The assigned Service Coordinator will make any follow-up phone calls for further information, if necessary. For suspected Solely Low Incidence children, the district Service Coordinator will contact the On Duty Service Coordinator for any more information, if needed.

Conejo Region - Conejo Valley Unified, Oak Park Unified, Las Virgenes Unified School Districts

Oxnard Region – Somis Union Elementary, Mesa Union Elementary, Pleasant Valley Elementary, Rio Elementary, Hueneme Elementary, Oxnard Elementary, Ocean View Elementary School Districts

Simi Valley Region – Simi Valley Unified School District, Moorpark Unified School Districts

Ventura Region – Briggs Elementary, Santa Paula Elementary, Mupu Elementary, Santa Clara Elementary, Ojai Unified, Ventura Unified, Fillmore Unified School Districts

Any additional referral paperwork will also be emailed or faxed. If the child appears to have issues that would make him or her solely low incidence eligible, or is a priority for dual service delivery, a phone call may be made to the district.

District Early Start staff will respond to the email or fax by 5:00 p.m. the next working day. The district will agree to either 1) Solely serve 2) Dually serve 3) Not serve at all (or) 4) Decline at this time, but offer to reconsider at a later date when the assessment report is available. If the TCRC Service Coordinator has questions or concerns about a response made by the district, a phone call will be made. If the district will dually serve, several dates for joint intake will be given. If the Service Coordinator does not receive a response from the school district within 2 working days, a phone message may be left with the school district that the regional center will proceed with the intake.

Consultation or referral between district regions for specific services will occur as necessary and agreed upon by sending and receiving region program.

In order to assist SELPA in monitoring its responsibilities to serve all Solely Low Incidence children, TCRC will forward to SELPA a list of all intakes each week. The SELPA will take responsibility for forwarding names regularly to local school districts.

If either agency desires to re-refer to the other agency for re-consideration of service delivery, this will be done between the district and TCRC Service Coordinators. For example, if the district initially accepts a child as Solely Low Incidence, but becomes aware of additional concerns that may make the child eligible to be dually served, the district Service Coordinator would refer back to the Regional Center as soon as identified. Or, if the Regional Center Service Coordinator feels that a child needs services provided by the district, the Regional Center Service Coordinator would refer back to district.

C. Initial Intake

The assigned Service Coordinator is responsible for scheduling the Initial Intake. If the district agrees to a dual intake, both agencies will make every attempt to schedule the Initial Intake jointly. All families will be given information about the Rainbow Connection Family Resource Center at Initial Intake, regardless of whether or not their child will be eligible for Early Start.

D. Evaluation for Eligibility

At the time of the Initial Intake meeting, if the district agreed to serve the child as “dually served,” the district will be responsible for evaluation in all five areas of development. The district will also be responsible for evaluation of all solely low incidence children, and the regional center for all others. The initial evaluation and assessment must be completed within the 45-day timeline and address the following developmental areas:

- level of physical development including gross and fine motor, vision, hearing, and health status;
- communication development (receptive and expressive);
- cognitive development;
- social and emotional development; and,
- adaptive development.

The responsible agency will generate the Evaluation Report addressing all required areas.

For children who will be served by Regional Center, including dually served children, the Service Coordinator is responsible for staffing for eligibility with the Regional Center Clinical Team.

Children who are found not eligible by the Regional Center will be offered a referral to the Rainbow Family Resource Center for consideration for the Prevention Resource and Referral Services program (PRRS).

E. Assessment Procedures

Group 3↓

Assessment means the ongoing procedures used by appropriately qualified personnel throughout the period of an infant’s/toddler’s eligibility, which are utilized to identify the following:

1. The infant’s/toddler’s unique strengths and needs and services to meet those needs.
2. The resources, priorities, and concerns of the family and the supports and services necessary to enhance the family’s capacity to meet the developmental needs of their infant or toddler. These assessments shall be voluntary and directed by the family.

VCSELPA will secure any necessary assessments for infants or toddlers with solely a visual, hearing, or severe orthopedic impairment, or any combination thereof. For dually served infants or toddlers, VCSELPA will provide educational assessment to determine needs for special education and related services. TCRC will secure any other needed assessments for infants or toddlers who are eligible for Regional Center services, including those who are eligible for services from both agencies.

Once an assessment is completed, a report will be generated and reviewed by appropriate professionals at an IFSP meeting. For Dually Served children, the school district Service Provider, in collaboration with the Service Coordinator, will complete the Changes and Additions form, indicating the agreed upon changes. The form will be signed by the Provider and the parent, and will be forwarded to the Service Coordinator for inclusion with the master IFSP. If the change includes an addition of services, a new Outcomes and Services page will also be completed with a goal related to the service, and also forwarded to the Service Coordinator for inclusion in the IFSP.

If the parent disagrees with a denial of service, an IFSP meeting will be convened with a Service Coordinator in attendance. Parents will be given their rights to appeal.

F. Individualized Family Service Plans

Both parties to this Agreement will participate in the multi-agency IFSP meeting for any infant/toddler served by the two agencies. The initial IFSP meeting will be held within 45 days of the receipt of the referral by Regional Center. Members at the initial IFSP meeting must include the following participants:

- The parent
- The service coordinator
- Persons who conducted evaluation or assessments (If evaluators or assessors are unable to attend, they may participate by phone call, send a knowledgeable representative, or send a report.)
- If requested by the parent, other members of the team may include other family members and an advocate or person contracted by the family.
(Title 17 52104 (a)-(e))

Families will be given the opportunity to participate in all decisions about eligibility and services. IFSP format and content will comply with IDEA and California Early Start regulations and policies. The agencies will use a common IFSP form. Both parties must agree to any modifications made to this form.
(Appendix "F")

An annual meeting must be conducted to document the child's and family's progress towards IFSP outcomes, and revise services. In addition, the IFSP must be reviewed every six months or more frequently if services change or parent requests. The review may be carried out by a face-to-face meeting or by another means that is acceptable to the parent and other participants. However, for dually served children, the meeting must be held in person with the Service Coordinator, family, and district provider. Members of the annual review meeting must include the above persons and also any service providers as appropriate.

Any changes made to the IFSP must be documented on the Plan and a copy given to the family and all providers for their records. (EC52012(i)) No agency or multidisciplinary team, including any agency listed in SB 1085, Section 95012(a), shall presume or determine eligibility, including eligibility for medical services,

for any other agency. VCSELPA will coordinate IFSPs for infants, toddlers, and their families who are solely low incidence. TCRC will coordinate IFSPs for all other eligible children. The agency's representative attending the IFSP meetings will have the authority to sign the IFSP document for their respective agency.

The meeting should be conducted in the family's native language, "unless clearly not feasible." (Title 17 52012 (g)) The agency that is responsible for coordinating the IFSP (as defined in the preceding paragraph) will provide interpreters for the IFSP meeting.

If the IFSP team feels the child needs services during periods of school vacation in order to make adequate progress toward desired outcomes, the service coordinator or service provider from the serving district will notify the district administrator.

G. Transfer

For children who transfer into the area with existing IFSPs designating the public schools as provider of services, the child would be referred to the TCRC Transfer Coordinator. The Transfer Coordinator will assign it to the appropriate TCRC office which will initiate the process of a referral to schools in "B" above. For other than solely low incidence children, if the VCSELPA district is at funded capacity, the Regional Center will provide the services. For children with services being funded solely by the previous Regional Center, TCRC will also initiate the process of referral to schools to determine appropriateness for dual service delivery.

H. Transition Procedures

Group 4↓

TCRC and VCSELPA agree that transition planning is an ongoing interagency process that begins with the determination of eligibility for Early Start services. The child's transition from current programs and services into a new program(s) requires adjustments by the child and family and cooperation among the agencies that provide these programs. The transition process should include discussion of community program options, necessary evaluations, assistance for families in evaluating and accessing programs/services, and communication between team members to ensure that the child and family are well prepared for the transition. A written Transition Plan will be developed between 2 years 3 months and 90 days before the child's third birthday. (See *Appendix "G"*)

VCSELPA will be responsible to develop and implement the Transition Plan for infants or toddlers with solely a visual, hearing, or severe orthopedic impairment, or any combination thereof. For all other children TCRC will develop and implement Transition Plans.

District "Part B" personnel shall participate in the transition IFSP meetings unless parents decline district participation. Although meeting in person is the best practice, school district personnel may participate in the meeting by phone, if agreed upon by the family.

The SELPA will maintain a list of Preschool contacts. TCRC will contact SELPA if Preschool staff are not available to receive a referral for assessment. School District staff that attend the transition portion of the IFSP may receive copies of the Transition Plan only. If they attend the entire meeting, they may receive copies of all forms, reports, etc. pertinent to that meeting.

Each agency’s responsibilities are as follows:

For children found eligible for Early Start services PRIOR to 2.9:

VC SELPA School Districts:	TCRC Service Coordinator:
<p>Will confirm receipt of the invitation and attend the transition planning conference IFSP between 2 years 3 months and 90 days prior to the child’s third birthday.</p> <p>During the Transition portion of the IFSP, will participate in the discussion of program options by discussing:</p> <ul style="list-style-type: none"> • Assessment process • Timelines • Eligibility criteria • IEP meeting process • Possible preschool program and service options <p>Will agree upon a notification/ referral date at least 90 days prior to the third birthday. If agreed upon, the referral can be made at the time of the Transition IFSP</p> <p>If parents agree to a referral, will assist in identifying any additional information to be included with the referral</p>	<p>Shall identify mutually agreeable dates, times, and locations and send the invitation to the district representative and parent for the Transition IFSP between 2 years 3 months and 90 days prior to the child’s third birthday.</p> <p>During the Transition portion of the IFSP meeting, shall facilitate discussion of the transition process. Service Coordinator will update and document</p> <ul style="list-style-type: none"> • Summary of child’s program • Areas of concern related to the child’s development • Special health care needs • Plans after Early Start to support child’s development • Program options described/discussed • Parents’ decision about assessment for Regional Center eligibility • Parents’ decision about whether or not they would like a referral for consideration for Special Education to be made • Written parental consent for additional information to be sent to the district at the time of referral beyond name, birth date, and parent contact information • Anticipated referral date no later than 90 days prior to the third birthday

VC SELPA School Districts:

TCRC Service Coordinator:

Upon receipt of the notification/referral will send Notice of Special Education Referral to the family. Within 15 days, will send either an Assessment Plan or Prior Written Notice to Parents of Action Refused by School District.

If proceeding to assessment, upon receipt of signed Assessment Plan, will assess and convene an IEP meeting no later than 60 days and prior to the child's 3rd birthday. (whichever comes first)

Will schedule the IEP team meeting to include parent/guardian, and all other personnel. The Regional Center Service Coordinator will be invited to the IEP meeting.

If eligible, will develop an IEP with services specified no later than child's 3rd birthday. The IEP will indicate the date services will begin.

- Parent was informed that they need to decline participation of Service Coordinator at the IEP meeting on the IEP Meeting Notice

If parents wish to have a referral made, will send the referral packet as discussed at the IFSP and no later than 90 days prior to the third birthday to the school district which will include:

- Referral Cover Sheet (*Appendix "H"*)
- Most recent IFSP with progress reports
- Most recent assessment reports
- Transition Plan

Will attend the IEP meeting with parent/guardian consent.

If parents do not want a referral, will send a "Notification Only" referral to the School District no later than 90 days prior to the 3rd birthday (Referral Cover Sheet only):

- Name
- Birthdate
- Parent contact information

Will refer to TCRC clinical team for consideration for Regional Center eligibility beyond age three.

Group 5↓**For children found eligible for Early Start services 90 days or less prior to the 3rd birthday**

VC SELPA School Districts:	TCRC Service Coordinator:
<p>Will attend the Initial/ IFSP meeting, when possible.</p> <p>Upon receiving referral, will immediately give parent:</p> <ul style="list-style-type: none"> • Notice of Special Education Referral <p>Within 15 days, will give parent either:</p> <ul style="list-style-type: none"> • Assessment Plan (or) • Prior Written Notice <p>(If Assessment) Complete assessment within 60 days or <u>prior to 3rd</u> birthday. (whichever comes first)</p>	<p>Will invite school district to Initial IFSP.</p> <p>Will include all the required transition elements in the Initial IFSP.</p> <p>Will make either a Referral or “Notification only” referral to the School District immediately, per parent request.</p> <p>Will refer to TCRC clinical team for consideration for regional center eligibility at age 3.</p>

For initial inquiries received by TCRC between 60-46 days prior to the 3rd Birthday

VC SELPA School Districts:	TCRC Service Coordinator:
<p>Upon receipt of referral, will immediately give to parent:</p> <ul style="list-style-type: none"> • Notice of Special Education Referral <p>Within 15 days, will give parent either:</p> <ul style="list-style-type: none"> • Assessment Plan (or) • Prior Written Notice 	<p>During Intake Interview, will ask parent for permission to give Intake Interview information to the School District so district can consider initiating immediate assessment for special education eligibility.</p> <p>If parent consents, will obtain signature to exchange information with school district on the Parent Consent form</p> <p>Will send Intake Referral to School District to include:</p> <ul style="list-style-type: none"> • Referral Cover Sheet • Early Start Inquiry • Early Start Intake Interview Worksheet • Parent Consent form

VC SELPA School Districts:	TCRC Service Coordinator:
<p>(If assessment) Complete assessment and hold IEP within 60 days but no later than the 3rd birthday (whichever comes first)</p> <p>Will attend Initial/ IFSP if Early Start eligible, when possible.</p> <p>Will respond to referral as follows:</p> <ul style="list-style-type: none"> • If School District did not initiate assessment, will respond with a Notice of Special Education Referral with either an Assessment Plan or Prior Written Notice within 15 days. • If School District is in the process of assessment, will consider Early Start assessment information with district assessment data • If School District already found child eligible and IEP offered, no further steps to be taken • If School District assessed and did not find child eligible, district determines whether to initiate a new Assessment Plan, or to send Prior Written Notice based on School District and Early Start assessment findings. <p>In all the above cases, School District must complete process no later than the child’s third birthday</p>	<p>If child is found Early Start eligible:</p> <p>Will invite School District to Initial IFSP</p> <p>At the Initial IFSP, will make either a standard referral or “Notification Only” referral to the School District, per parent request</p> <p>Will refer to TCRC clinical team for consideration for Regional Center eligibility at age 3</p>

For initial inquiries received by TCRC 45 days or less before the child’s 3rd birthday

VC SELPA School Districts:	TCRC Service Coordinator:
<ul style="list-style-type: none"> • School district will send Notice of Special Education Referral immediately • Within 15 days, will send to 	<ul style="list-style-type: none"> • Will immediately send a referral to school district with parent permission to include: <ul style="list-style-type: none"> • Referral Cover Sheet • Early Start Inquiry (with evidence of

VC SELPA School Districts:	TCRC Service Coordinator:
parents either: <ul style="list-style-type: none"> • Assessment Plan • Prior Written Notice <ul style="list-style-type: none"> • If Assessment is initiated, assessment will be completed and IEP meeting held within 60 days. Allowable interruptions include school holidays in excess of 5 days and breaks between regular school sessions. 	Parent Consent). <ul style="list-style-type: none"> • Will refer to TCRC Intake Coordinator to initiate assessment for eligibility at age 3, if appropriate.

Copies of the booklet, “What’s Next After Early Start?” (*Appendix “I”*) will be provided at the transition IFSP and translation in the native language of the family will be provided by the agency responsible for transition, unless clearly not feasible. See Transition Timeline (*Appendix “J”*).

I. Service Coordination

Group 6↓

Service Coordination is a required early intervention service. Service Coordination includes obtaining assessments and medical records to be used in the development of the IFSP. The Service Coordinator is responsible for facilitating and coordinating the provision of appropriate services to meet the child’s and family’s needs as specified in the IFSP. In addition, the Service Coordinator closely monitors the child’s progress toward outcomes through collaboration with providers and periodic review of the IFSP and takes the lead in assisting the family in transition out of the Early Start program. The Service Coordinator works with the family to inform them of relevant services and assists with understanding and accessing procedural safeguards and sources for advocacy.

In addition, the Service Coordinator coordinates services with other agencies, including but not limited to CCS, Early Head Start, Public Health, Children and Family Services, Hearing Conservation, First 5, Behavioral Health, or medical providers.

The Service Coordinator will assist the family in identifying any public or private sources of funding to be used in accessing Early Start services. This may include medical insurance and other publicly available resources.

VCSELPA will be Service Coordinator for all children who are solely low incidence. TCRC will be Service Coordinator for all other eligible children.

VI. **PROCEDURAL SAFEGUARDS**

Parents will be given their rights at the Initial Intake Interview and at least annually thereafter and will be given their rights in case of denial of service or other dispute. Both parties will abide by the Procedural Safeguards as outlined in the Federal Law and accompanying regulations. See (*Appendix “K”*) – “Parents’ Rights and Responsibilities

in the Early Start Program under IDEA” and (*Appendix “L”*) – “Early Start Compliance Complaints Process.” For dually served children, the district shall be responsible for resolving disputes regarding special education and related services (*Appendix “B”*) and TCRC shall be responsible for resolving disputes regarding other Early Start services (*Appendix “A”*).

If the parent is in disagreement about eligibility or Early Start services proposed or provided by either agency, they shall be assisted in filing for Due Process if requested. The person contacted by the family to express their concerns will assist the family in understanding the range of options in Due Process and initiating it if requested. The Due Process complaint will be filed with the Office of Administrative Hearings. Mediation can be requested as a first option for resolution of a dispute or during a complaint or due process hearing process.

If the parent alleges a violation of the law (i.e.: timeline, provision of services), the parent will be assisted in filing a Complaint with the Department of Developmental Services.

In the transition between Part C and Part B, if the parent alleges the school district is violating the timeline for assessment, a complaint will be filed with the California Department of Education. In cases where special education and related services are under dispute, the TCRC Service Coordinator shall assist the family in exercising their Due Process rights and shall maintain a neutral position while assisting the family to reach resolution with school district personnel.

VII. SURROGATE PARENTS

For Solely Low Incidence children, a surrogate parent will be appointed by the district when a parent cannot be identified; or after reasonable effort, the whereabouts of a parent cannot be discovered; the infant/toddler is a ward of the Court; and/or, the family’s educational rights have been removed by a court of law. A surrogate parent may represent a child in all matters related to the evaluation and assessment of a child, the development and implementation of the child’s IFSP and periodic reviews, and the ongoing provision of early intervention services. See (*Appendix “M”*)

For children served solely by the Regional Center, or for dually served children, the Tri-Counties Regional Center will be responsible for determining status of parents’ educational rights and working with Human Services Agency to encourage the courts to remove the educational rights and/or temporarily assign Educational Rights to a surrogate.

VIII. DISPUTE RESOLUTION

TCRC and VCSELPA agree to work cooperatively to minimize interagency disputes. When such disputes occur, both agencies will seek a speedy resolution.

Nothing in these dispute resolution procedures precludes a parent or agency from initiating due process or complaint procedures.

TCRC and VCSELPA agree to the principles and steps listed below to resolve disputes:

- A. Any disputes between agencies will not be conducted in the presence of the family. The first attempt will be for professionals to discuss their concerns privately with each other.
- B. Any concerns about a vendor or a contractor will be referred to the contracting agency.
- C. Every attempt will be made to resolve the dispute at the lowest possible administrative level. Concerns about SELPA staff will be referred to the SELPA Director and concerns about TCRC staff will be referred to the Early Start Manager.
- D. When TCRC and VCSELPA have a dispute that cannot be resolved between them, they will request technical assistance from DDS and/ or CDE
- E. If resolution cannot be reached within 60 calendar days, the issue will be referred to DDS and CDE for a state-level review and resolution.
- F. The state-level review will be conducted jointly by DDS and CDE and a decision rendered in 60 calendar days of receipt of the referral.

IX. STATUS OF SERVICE DURING A DISPUTE

During the pendency of a dispute between TCRC and VCSELPA, a child must continue to receive the early intervention services specified in the IFSP by the agency currently providing services.

X. INTERAGENCY COORDINATION

TCRC's Early Start Managers and VC SELPA's Director will participate in regular meetings of the Ventura County Early Start Interagency Coordinating Council (ICC). This forum will be used to share information regarding agency procedures, funding concerns, planning interagency training, and other matters that may affect services to eligible infants and toddlers and their families. The forum also may be used for discussions regarding new and/or needed resources and identification of gaps in services. Participation of all 6 agencies required by California Government Code, Title 14, Chapter 3 shall be solicited (State Department of Developmental Services, State Department of Education, State Department of Health Care Services, State Department of Social Services, State Department of Mental Health, State Department of Alcohol and Drug Programs).

VC SELPA agrees to perform all the administrative functions of convening the ICC meetings (including agendas, minutes, etc.) and TCRC will be responsible for the administrative functions of the Early Start staff meetings. Both agencies plan and implement together the meetings for transition from Early Start to school age. ("C meets B").

Through participation in the ICC, VC SELPA and TCRC will support the activities of an Early Start Personnel Development Committee. TCRC and VC SELPA agree to send a representative to the Personnel Development Committee meetings, as appropriate. The purpose of the committee will be to share and disseminate to the Early Start community information regarding appropriate trainings available for families and professionals. The committee will also consider sponsoring trainings on a cost-recovery basis based on local needs of families and professionals.

Both agencies also agree to support the activities of an Early Start Public Outreach Committee, and agree to send a representative. The Public Outreach Committee will undertake responsibilities of required public awareness and child-find activities. SELPA will send copies of Child Find brochures to all SELPA schools and public libraries twice yearly. TCRC will be responsible for yearly dissemination to all physicians and health clinics, using the “Early Start outreach” list.

Both agencies agree to have regular full Early Start staff (VC SELPA and TCRC) meetings including Family Resource Center to discuss interagency issues of service coordination and delivery.

Each agency will participate in annual input in the development of the Family Resource Center plan.

STOP 

XI. TERMS OF AGREEMENT AND REVIEW SCHEDULE

This agreement will be in effect upon approval of both agency’s governing boards. The agreement will be reviewed by December 1st each year thereafter and will remain in effect barring the need for substantial modifications. TCRC Director of Services and Supports and VC SELPA’s Director of Programs and Services will initiate the annual review of this agreement.

XII. INTERAGENCY AGREEMENT APPROVAL

This agreement shall be in effect from March 14, 2013, or the effective date of approval by the signatures, whichever occurs first, and shall be effective until changed by mutual agreement.

The agreement conforms to implementations of Part C of the Individuals with Disabilities Education Act.

Omar Noorzad, PhD
Executive Director
Tri-Counties Regional Center

Date: _____

Dr. Trudy Arriaga
Chair, Superintendent's Policy Council
Ventura County SELPA

Date: _____

Mary E. Samples, Assistant Superintendent
Ventura County SELPA

Date: _____

The "payor of last resort" will be responsible for the following services if determined necessary as per IFSP.

Early Intervention Services-Part C (34 CFR 303.12)

Required

- Assistive Technology
- Audiology
- Family training, Counseling and Home Visits
- Health Services
- Medical Services only for Diagnostic or Evaluation Purposes
- Nursing Services
- Nutrition Services
- Occupational Therapy
- Physical Therapy
- Psychological Services
- Service Coordination
- Social Work Services
- Special Instruction
- Speech-Language Pathology
- Transportation to a required early intervention service
- Vision Services

For “Dually Served” children, the district will be responsible for the following Special education and related services, as determined by need as specified on the IFSP.

Related Services – Part B (34 CFR 300.13) (as it read on April 1, 1986) EC 56426.3

- Audiology
- Counseling Services
- Early Identification
- Medical services (for diagnostic or evaluation purposes)
- Occupational Therapy – consultation only
- Parent Counseling and Training
- Physical Therapy – consultation only
- Psychological Services
- Social Work Services in Schools
- Speech Pathology
- Transportation
- Specialized Instruction

Ventura County Early Start Program

EARLY START INQUIRY

Initial Intake Date: _____		IFSP Due Date: _____		SSN# _____		UCI# _____	
Child's name: _____		Date of Birth: _____		Age: _____		Gender: _____	
Last	First	MI	Maiden Name: _____		Father: _____		
Mother/Guardian: _____							
Parent Consent to Referral: <input type="checkbox"/> Yes <input type="checkbox"/> No		Parents live together? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Primary Language: _____				Interpreter? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing/ Home Address: _____							
Phone: _____		Message Phone: _____		School District of Residence: _____			

Is child in Foster Care? Yes No (If yes, see over)

Inquirer's Name: _____ Relationship to the Family: _____ Contact Phone _____

Has applicant ever applied for services from any regional center? Yes No Where? _____

Primary physician: _____ Telephone: _____

Other agencies involved: _____ Medical Info attached: Yes No

Parent was informed that Early Start is a partnership between DDS and Dept of ED and information will be shared between TCRC and the LEA, and parents agreed to proceed. Yes No

HISTORY AND CONCERNS

Birthplace: _____ Hospital: _____ Gestational Age: _____ Birth weight: _____

Present weight: _____ Medications and Equipment: _____

Medical Confirmation/Diagnosis: _____ Specialist(s) Involved: _____

Developmental Concerns:

For details: (See over)

Inquiry taken by: _____ Phone #: _____ Ext: _____

Regional Center Service Coordinator assigned: _____ Phone #: _____ Ext: _____

Date of follow up – phone call to family (if appropriate): _____ How did you hear about Early Start: _____

Actions taken: Appears SLI-sent to LEA Faxed to LEA for consideration for dual Date _____

School District Response: _____ **Possible Dates for Joint Intake:** _____

LEA Early Start Coordinator:	LEA Response Date:
<input type="checkbox"/> Yes- agree to serve as SLI (Pending evaluation results)	<input type="checkbox"/> No- does not appear appropriate for dual/no available openings at this time
<input type="checkbox"/> Yes- agree to dual intake.	<input type="checkbox"/> No- reconsider at later date when more information is available
Concerns/ Need More Info:	

ADDITIONAL DETAILS FOR CHILDREN IN FOSTER CARE

Does Biological Parent Retain Education rights? <input type="checkbox"/> Yes <input type="checkbox"/> No (if no) explain: _____
Is Biological parent living in the area? <input type="checkbox"/> Yes <input type="checkbox"/> No (if no) explain: _____
Biological Parent's Name(s): _____ Tel #: _____
Address: _____
Is Biological parent available to sign consent to evaluate? <input type="checkbox"/> Yes <input type="checkbox"/> No (if no) explain: _____
Is visitation supervised? <input type="checkbox"/> Yes <input type="checkbox"/> No (if no) explain: _____
Visitation Schedule: Day(s) _____ Time _____ Location: _____
Copy of court order requested? <input type="checkbox"/> Yes <input type="checkbox"/> No Explain: _____
Name of CFS caseworker: _____
Phone number: _____
Details: _____

DEVELOPMENTAL CONCERNS / OPTIONAL

Developmental Concerns	Description of concerns
<input type="checkbox"/> Vision	
<input type="checkbox"/> Hearing *see checklist	
<input type="checkbox"/> Physical *see checklist	
<input type="checkbox"/> Self-help *see checklist	
<input type="checkbox"/> Behavioral	
<input type="checkbox"/> Social	
<input type="checkbox"/> Communication	
<input type="checkbox"/> Cognitive	

*Physical Checklist: (Circle all that apply): rolls tummy to back, sits unsupported, belly crawls, crawls, pulls to stand, cruises furniture, walk, grasps toy, releases toy.

*Self Help Checklist: (Circle all that apply): Holds a bottle with both hands, finger feeds, drinks from open cup, uses a spoon to feed

*Newborn Hearing Screening Passed: Yes No

Ventura County SELPA Intra-SELPA Program Chart Early Intervention Services (0-2 year olds)

SERVICE COORDINATION REGION	Assistive Technology Services	Audio/low Vision Services	Blind/Low Vision Services	Deaf	Hard of Hearing Services	Health and Nursing	Nutrition	Occupational Therapy	Orientation and Mobility	Parent Counseling	Parent Training	Physical Therapy	Recreation Services	Respite for Early Start Services only	Social Work Services	Speech/Language	Transportation to Early Start services
Conejo Valley USD (C)	SEL	VC	C	SV	Consult-SV	C	SEL	SEL	SEL	C/RC/SEL	SEL/FRC	SEL	RD	SEL	C/SEL	C	SEL
Oxnard Elementary SD (OE)	SEL	VC	OE	V	Consult-V	OE	SEL	SEL	SEL	OE/RC/SEL	SEL/FRC	SEL	RD	SEL	OE/SEL	OE	SEL
Ventura Unified SD (V)	SEL	VC	V	V	V	V	SEL	SEL	SEL	V/RC/SEL	SEL/FRC	SEL	RD	SEL	V/SEL	V	SEL
Simi Valley Unified SD (SV)	SEL	VC	SV	SV	SV	SV	SEL	SEL	SEL	SV/RC/SEL	SEL/FRC	SEL	RD	SEL	SV/SEL	SV	SEL

City Recreation Department (RD)
 Family Resource Center (FRC)
 Ventura County Special Education Local Plan Area (SEL)
 Ventura County Office of Education (VC)
 Behavioral Health (BH)

*Direct OT and PT provided only to children with Solely Low Incidence disabilities. For "Dually Served" school district responsibility for OT and PT is consultative only.

DISTRICTS EACH REGION SERVES:

Conejo	Oxnard Elementary	Simi Valley	Ventura Unified
Conejo Valley Unified School District	Hueneme School District	Moorpark Unified School District	Briggs School District
Las Virgenes Unified School District	Ocean View School District	Simi Valley Unified School District	Fillmore Unified School District
Oak Park Unified School District	Oxnard School District	Somis Union	Mupu School District
		Pleasant Valley School District	Ojai Unified School District
			Santa Paula Unified School District
			Ventura Unified School District
			Rio School District
			Mesa Union School District

"WHAT'S NEXT AFTER EARLY START?"

FOR YOUR CHILD WITH SPECIAL NEEDS

A RESOURCE GUIDE TO THE TRANSITION PROCESS
WHEN YOUR CHILD IS TURNING THREE YEARS OLD



DEVELOPED BY
THE VENTURA COUNTY EARLY START PROGRAM
WWW.VENTURACOUNTYSELPA.COM

2013

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VENTURA COUNTY SELPA INTRA-SELPA PROGRAM CHART

SPECIAL CLASSES AND CENTERS (3-4 year olds) - Not yet in Transitional Kindergarten or Kindergarten

Disabilities:

SCHOOL DISTRICT	ID	Deaf*	VI	OI	OHI	DB	MH*	Autism	TBI
Briggs Elementary (B)	SP/VC	V/OE ¹	V	SP/VC	SP	VC/N	VC	SP/VC	SP/VC
Hueneme Elementary (H)	VC	V/OE ¹	OE	VC	VC	V/VC	VC	VC	VC
Mesa Union Elementary (M)	PV/VC	V/OE ¹	OE	PV/VC	PV/VC	VC	VC	PV/VC	PV/VC
Mupu Elementary (MU)	SP/VC	V/OE ¹	V	SP/VC	SP	V/VC	VC/N	SP	SP
Ocean View Elementary (OV)	VC/NPS	V/OE ¹	OE	VC/NPS	VC/NPS	V/VC	VC	VC/SP	VC/SP
Oxnard Elementary (OE)	OE/VC	V/OE ¹	OE	OE/VC	OE/VC	V/VC	VC	VC/OE	OE/VC
Pleasant Valley Elementary (PV)	PV/VC	SV/OE ¹	OE	PV/VC	PV	VC/PV	VC	PV/VC	PV/VC
Rio Elementary (R)	R/VC	V/OE ¹	OE	VC	R	V/VC	VC	R/VC	R/VC
Santa Clara Elementary (SC)	SP/VC	V/OE ¹	V	VC	SP/VC	V/VC	VC	VC	VC
Santa Paula Unified (SP)	SP/VC	V/OE ¹	V	SP	SP	VC/N	VC	SP	SP
Somis Union Elementary (S)	PV/VC	SV/OE ¹	OE	PV/VC	PV/VC	VC	VC	PV/VC	PV/VC
Oxnard Union High (OH)									
Conejo Valley Unified (C)	C/VC	SV/OE ¹	C	C	C	VC/C	C/VC	C/VC	C/VC
Fillmore Unified (F)	VC/F	V/OE ¹	V	VC/F	VC/F	V/VC	VC/F	VC/F	VC/F
Las Virgenes Unified (LV)	LV	LV/OE ¹	LV	LV	LV	LV	LV	LV	LV
Moorpark Unified (MP)	MP/VC	SV/OE ¹	MP/VC	MP/SV	MP/VC	VC/M	MP/VC	MP/VC	MP/VC
Oak Park Unified (OP)	OP/VC	SV/OE ¹	C	SV/OP	OP/VC	VC/OP	VC	OP/VC	VC/OP
Ojai Unified (O)	O/VC	V/OE ¹	V	O/VC	O	VC/O	O/VC	OP/VC	O/VC
Simi Valley Unified (SV)	SV	SV/OE ¹	SV	SV	SV	SV	SV	SV	SV
Ventura Unified (V)	V/VC	V/OE ¹	V	V/VC	V/VC	V/VC	V/VC	V/VC	V/VC
Ventura County Schools (VC)									

*If Multi Handicapped and also deaf, will be served by VCOE - (except Simi)

¹Oxnard Elementary - Oral Program only

Abbreviations for Disabilities

ID-Intellectual Disabilities

VI-Visual Impairment

OI-Orthopedic Impairment

OHI-Other Health Impairment

DB-Deaf/Blind

MH-Multiple Handicaps

TBI-Traumatic Brain Injury

VENTURA COUNTY SELPA INTRA-SELPA PROGRAM CHART
RELATED SERVICES (3-22 year olds)

School District	Adapted Physical Education	Assistive Technology Assessment	Audiological Services	Deaf/Hard of Hearing Services	Behavior Intervention Services	Blind and Visually Impaired Services	Individual Counseling and Counseling and Guidance Services	Health and Nursing Services	Home or Hospital Instruction	Interpreters/Transcribers	Occupational Therapy	Orientation & Mobility	Orthopedic Impairment Services	Parent Counseling and Training (COEDS)	Physical Therapy	Psychological Services (Non Assessment)	Recreation Services	Services for Pupils with Chronic Illness or Acute Health Problems	Social Work Services	Speech-Language Therapy	Vocational Education and Career Development
Briggs Elementary (B)	SEL	SEL	VC	SEL	B/SEL	V	B/SEL	B	B	B	SEL	SEL	SEL	SEL	SEL	VC	B	B	SEL	SEL	B
Conejo Valley Unified (C)	C	SEL	VC	C	C/SEL	C	C/SEL	C	C	C	C/SEL	SEL	SEL	SEL	SEL	C	C	C	SEL	SEL	C
Fillmore Unified (F)	SEL	SEL	VC	SEL	F	V	F/SEL	F	F	F	F	SEL	SEL	SEL	F	F	F	F	SEL	SEL	F/SEL
Hueneme Elementary (H)	SEL	SEL	VC	SEL	H/SEL	OE	H/SEL	H	H	H	H/SEL	SEL	H	SEL	H	H	H	H	SEL	SEL	H
Las Virgenes Unified (LV)	LV	SEL	VC	LV	LV/SEL	LV	LV/SEL	LV	LV	LV	LV/SEL	SEL	LV	SEL	LV	LV	LV	LV	SEL	SEL	LV
Mesa Union Elementary (M)	SEL	SEL	VC	SEL	M/SEL	OE	M/SEL	M	M	M	SEL	SEL	SEL	SEL	VC	M	M	M	SEL	SEL	M
Moorpark Unified (MP)	MP/SEL	SEL	VC	SEL	MP/SEL	VC	MP/SEL	MP	MP	MP	MP/SEL	SEL	SEL	MP/SEL	MP	MP	MP	MP	SEL	SEL	MP
Mupu Elementary (MU)	SEL	SEL	VC	SEL	MU/SEL	V	MU/SEL	MU	MU	MU	SEL	SEL	SEL	SEL	VC	MU	MU	MU	SEL	SEL	VC
Oak Park Unified (OP)	LV	SEL	VC	LV	OP	LV	OP/SEL	OP	OP	OP	OP	SEL	LV	SEL	OP	OP	OP	OP	SEL	SEL	OP
Ocean View Elementary (OV)	SEL	SEL	VC	SEL	OV/SEL	OE	OV/SEL	OV	OV	OV	SEL	SEL	SEL	SEL	OV	OV	OV	OV	SEL	SEL	OV
Ojai Unified (O)	O	SEL	VC	SEL	O	V	O/SEL	O	O	O	O	SEL	SEL	SEL	O	O	O	O	SEL	SEL	O/SEL
Oxnard Elementary (OE)	OE	SEL	VC	OE	OE/SEL	OE	OE/SEL	OE	OE	OE	OE/SEL	SEL	OE	SEL	OE	OE	OE	OE	SEL	SEL	OE
Oxnard Union High (OH)	OH	SEL	VC	OH	OH/SEL	OH	OH/SEL	OH	OH	OH	SEL	SEL	OH	SEL	OH	OH	OH	OH	SEL	SEL	OH/SEL
Pleasant Valley Elementary (PV)	SEL	SEL	VC	SEL	PV/SEL	OE	PV/SEL	PV	PV	PV	PV	SEL	SEL	SEL	PV	PV	PV	PV	SEL	SEL	PV
Rio Elementary (R)	SEL	SEL	VC	SEL	R/SEL	OE	R/SEL	R	R	R	SEL	SEL	SEL	SEL	R	R	R	R	SEL	SEL	R
Santa Clara Elementary (SC)	SEL	SEL	VC	SEL	SC/SEL	V	SC/SEL	SC	SC	SC	SC	SEL	SEL	SEL	VC	SC	SC	SC	SEL	SEL	VC
Santa Paula Unified (SP)	SEL	SEL	VC	SEL	SP	V	SP/SEL	SP	SP	SP	SP	SEL	SP	SEL	SP	SP	SP	SP	SEL	SEL	SP
Simi Valley Unified (SV)	SV	SEL	VC	SV	SV/SEL	SV	SV/SEL	SV	SV	SV	SV	SEL	SV	SEL	SV	SV	SV	SV	SEL	SEL	SV/SEL
Somis Union Elementary (S)	SEL	SEL	VC	SEL	S/SEL	OE	S/SEL	S	S	S	SEL	SEL	SEL	SEL	VC	S	S	S	SEL	SEL	VC
Ventura County Office (VC)	VC	SEL	VC	SEL	VC/SEL	V/C	VC/SEL	VC	N/A	VC	VC/SEL	SEL	VC	SEL	VC	VC	VC	VC	SEL	SEL	VC/SEL
Ventura Unified (V)	V	SEL	VC	V/SEL	V/SEL	V	V/SEL	V	V	V	V/SEL	SEL	V	SEL	V	V	V	V	SEL	SEL	V/SEL

INTERAGENCY AGREEMENT

BETWEEN

VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN
AREA (SELPA)

AND

CHILD DEVELOPMENT RESOURCES OF VENTURA
COUNTY, INC. (CDR) – HEAD START (HS) AND EARLY
HEAD START (EHS)



A COLLABORATION TO PROVIDE SERVICES TO
CHILDREN WITH DISABILITIES

2012

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DRDP access**Information Page****Desired Results Developmental Profile access
(DRDP access) Information Page**

Note: This form plus a Rating Record must be completed for all children birth to five who receive special education services from LEAs.

Child's Information

1. Student ID (Issued by district for reporting to CASEMIS) _____
2. Statewide Student Identifier (10-digit SSID)

3. First name (Legal) _____
4. Last name (Legal) _____
5. Gender Male Female
6. Birth date (e.g., 08/05/2010) ____ / ____ / ____
month day year

Child's Ethnicity/Race Information

- 7a. Is this child Hispanic or Latino? Check one.
 - Yes, Hispanic or Latino
 - No, not Hispanic or Latino
 - Intentionally left blank
- 7b. What is the race of this child? Check up to three.

<input type="checkbox"/> Asian Indian	<input type="checkbox"/> Laotian
<input type="checkbox"/> Black or African-American	<input type="checkbox"/> Native American
<input type="checkbox"/> Cambodian	<input type="checkbox"/> Other Asian
<input type="checkbox"/> Chinese	<input type="checkbox"/> Other Pacific Islander
<input type="checkbox"/> Filipino	<input type="checkbox"/> Samoan
<input type="checkbox"/> Guamanian	<input type="checkbox"/> Tahitian
<input type="checkbox"/> Hawaiian	<input type="checkbox"/> Vietnamese
<input type="checkbox"/> Hmong	<input type="checkbox"/> White
<input type="checkbox"/> Japanese	<input type="checkbox"/> Intentionally left blank
<input type="checkbox"/> Korean	

Child's Disability Information

8. Primary disability. Check one.

<input type="checkbox"/> Autism	<input type="checkbox"/> Multiple Disability
<input type="checkbox"/> Deaf-Blindness	<input type="checkbox"/> Orthopedic Impairment
<input type="checkbox"/> Deafness	<input type="checkbox"/> Other Health Impairment
<input type="checkbox"/> Emotional Disturbance	<input type="checkbox"/> Specific Learning Disability
<input type="checkbox"/> Established Medical Disability	<input type="checkbox"/> Speech or Language Impairment
<input type="checkbox"/> Hard of Hearing	<input type="checkbox"/> Traumatic Brain Injury
<input type="checkbox"/> Intellectual Disability	<input type="checkbox"/> Visual Impairment

Child's Adaptations Information

9. Adaptations. Check all that apply.
 - Augmentative or alternative communication system
 - Alternative mode for written language
 - Visual support
 - Assistive equipment or device
 - Functional positioning
 - Sensory support
 - Alternative response mode
 - None

Program Information

10. SELPA _____
11. District of service _____
12. Name of person completing the assessment

13. Role of person completing the assessment
 - Early Intervention Specialist
 - Occupational/Physical Therapist
 - Program Specialist or Administrator
 - Special Education Teacher
 - Speech/Language Pathologist
 - Teacher of the Deaf/Hard of Hearing
 - Teacher of the Visually Impaired
 - Other _____

Assessment Information

14. Program and Transition Information. Check one.

Infant/Toddler. Following this assessment, the child will:

 - Continue to receive infant/toddler special education services
 - Transition to preschool
 - Exit special education services

Preschool. Following this assessment, the child will:

 - Continue to receive preschool special education services
 - Transition to transitional kindergarten
 - Transition to kindergarten
 - Exit special education services
15. Date DRDP access was completed (e.g., 04/09/2013)
____ / ____ / ____
month day year



Ventura County SELPA
Guidelines for Reassessment at Transition to Kindergarten

These guidelines will address the procedures for reassessing children served with Special Education preschool services who are transitioning to kindergarten or transitional kindergarten. Early intervention programs are designed to promote substantial gains in children, therefore, a reassessment prior to entering kindergarten must be conducted to assess the child's continuing need for Special Education services.

Ed Code 56445 (a) states: "Prior to transitioning an individual with exceptional needs from a preschool program to kindergarten, or first grade as the case may be, an appropriate reassessment of the individual shall be conducted pursuant to (Section 56320) to determine if the individual is in need of Special Education services."

Section 56320 states "The pupil is assessed in all areas of suspected disability, including, if appropriate, health and development, vision, including low vision, hearing, motor abilities, language function, general intelligence, academic performance, communicative status, self-help, orientation and mobility skills, career and vocational abilities and interests, and social and emotional status."

Section 56320 also states that:

- assessors must be qualified, trained and knowledgeable,
- the assessment materials must not be racially, culturally, or sexually discriminatory,
- assessment must be provided in the pupil's native language or mode of communication,
- the language and form of the assessment must be selected to yield the most accurate information
- assessments must be valid and reliable,
- assessments must be tailored to assess specific areas of need and not merely a general intelligence quotient,
- assessments administered to students with impairments in the area of sensory, manual or speaking skills must accurately assess what they purport to assess, and not the impairment.

In addition, Section 56320 states "No single measure of assessment is used as the sole criterion for determining whether a pupil is an individual with exceptional needs or determining an appropriate educational program for the pupil."

Section 56344 (a) states: "An IEP required as a result of an assessment of a pupil shall be developed within a total time not to exceed 60 days."

Is this a review or a triennial? It will be a **Triennial Reevaluation**; at which the following triennial evaluation questions will be addressed:

- *Whether the pupil continues to have a disability*
- *The present levels of performance and educational needs of the pupil.*
- *Whether the pupil continues to need Special Education and related services.*
- *Whether any additions or modifications to the Special Education and related services are needed to enable the pupil to meet the measurable annual goals set out in the IEP of the pupil, and to participate, as appropriate, in the general education curriculum.*

How does this work? Between 3-6 months prior to a student transitioning out of Special Education preschool services, the members of the IEP team shall review the student's record to determine if *any new* assessment needs to be conducted to answer the triennial review questions. Within 15 days of determining what is needed, an Assessment Plan will be developed, and given to the parent, noting the areas of assessment. Be sure that the assessment covers all areas of disability.

Does it have to be a “full” assessment? Assessment should be conducted to get the most pertinent data to answer the Triennial Reevaluation questions, in all areas of suspected disability. For example, a student with a speech and language impairment would be assessed in the area of speech or language function in which there are deficits, or the child with intellectual disabilities would be assessed in the developmental areas of language, motor, self-help, or any other areas of delay.

Does a psychologist have to be part of the assessment team? Assessment must be conducted by qualified individuals. Ed Code 56320 (b)(3) states: “Individually administered tests of intellectual or emotional functioning shall be administered by a credentialed school psychologist.” A psychologist would only be part of the assessment team if the professional skills of a psychologist were needed, for example, in areas of cognitive or social/emotional functioning. If these are not areas of disability or *suspected disability*, then a psychologist may not be part of the team.

Does the assessment have to be “formal” or standardized? The assessment must be sufficient to produce the data needed to answer the questions above. This data may be produced by observation, record review, parent interview, teacher data, progress reports, review and summary of other recent assessments, or other assessment and screening tools.

What if there is a recent assessment report in the file? If there is a recent assessment report, (within one year) that covers all areas of suspected disability, and can address all the questions above, then *new* assessment does not need to be conducted. However, an Assessment Plan will still be developed, and as part of the assessment, you will summarize that report, and add findings from the classroom, progress reports, etc. Professionals who are qualified to conduct assessment in the particular areas will be responsible for reviewing the existing reports and developing the summary. If there is a recent assessment report in one area, but another area requires new assessment, then conduct new assessment in the area of need.

Is an IEP meeting needed? Yes, you have 60 days from receipt of the signed Assessment Plan to conduct the assessment and hold an IEP team meeting. An Assessment Report must be developed, and presented at the meeting. Check “Triennial/Reevaluation” as the reason for the meeting. As part of a Triennial Reevaluation, you must address eligibility as part of the meeting, develop new present levels and set a new triennial review date (three years from the date of the meeting.)

What is required in the Assessment Report? According to Ed Code Section 56327, the Assessment Report must include:

- a) Whether the pupil may need Special Education and related services.
- b) The basis for making the determination.
- c) The relevant behavior noted during the observation of the pupil in an appropriate setting.
- d) The relationship of that behavior to the pupil’s academic and social functioning.
- e) The educationally relevant health and development and medical findings, if any.
- f) For pupils with learning disabilities, whether there is such a discrepancy between achievement and ability that it cannot be corrected without Special Education an related services.
- g) A determination concerning the effects of environmental, cultural, or economic disadvantage, where appropriate.
- h) The need for specialized services, materials and equipment for pupils with low incidence disabilities.

Who is responsible for the Assessment Report? Either each assessor completes their own report (with the required elements above) or a Multidisciplinary Psychoeducational Assessment Report is done which incorporates the findings of all the assessors. The law does not specify that any one person is responsible for the Report, therefore, districts and schools can decide who is responsible for pulling together the Psychoeducational Report if this method is chosen.

What if the parent does not respond to the Assessment Plan? If the district can demonstrate that it has taken reasonable measures to obtain parent permission (two attempts in writing, one by phone) then the assessment can be conducted without parent permission.

What if parents refuse to give consent for reassessment? If parents refuse permission, then the district may pursue Due Process procedures to obtain parent permission, however, the district does not violate its legal obligations if it declines to pursue assessment.

Checklist for Reassessment Prior to Transition to Kindergarten

Student Name _____ DOB _____

Current teacher _____ School _____

1. Student's eligibility:
2. Areas of need - Review the record, including initial referral, assessment report data and other teacher generated data to find all areas that are considered to be of need. Check all that apply:
 - Health and development
 - Vision (including low vision)
 - Hearing
 - Motor abilities
 - Language function
 - General intelligence
 - Academic performance
 - Communicative status
 - Self-help
 - Orientation and mobility skills
 - Social and emotional
3. Check areas in which additional assessment is needed in order to conduct the triennial review:
 - Eligibility
 - Present levels/ educational needs
 - Special education and related services
 - Any additions and modifications to meet goals and participate in general curriculum
4. Existing data - Review the files, contact parents, etc, to find out all the sources of data that currently exist. List recent reports and dates:

Area	Data Source
A. _____ B. _____ C. _____	_____ _____ _____

5. List the areas in which new assessment needs to be conducted:

Area	Assessor
A. _____ B. _____ C. _____	_____ _____ _____

6. List areas which can be reviewed (qualified professional)

Area	Assessor
A. _____ B. _____ C. _____	_____ _____ _____

Ventura County Special Education Local Plan Area

- SELPA -

LOCAL PLAN GUIDELINES & PROCEDURES FOR SPECIAL EDUCATION 2015



SECTION 8 PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW

SECTION 1 – GOVERNANCE
SECTION 2 – SELPA-WIDE SERVICE DELIVERY
SECTION 3 – INDIVIDUAL STUDENT PLANNING
SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
SECTION 5 – ALTERNATIVE PLACEMENT
SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
SECTION 7 – EARLY CHILDHOOD
SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
SECTION 9 – BUDGET
SECTION 10 – PARENT INVOLVEMENT
SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are Local Plan Policy.**

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 - I. Training Manual for Special Education Paraeducators/Instructional Aides

I. Introduction

The Ventura County Special Education Local Plan Area (SELPA) will provide opportunities for all personnel who work with special education students to participate in ongoing inservice training. Goals and priorities are set on an annual basis to reflect the current issues and trends and specific topics for training focus.

II. Personnel Recruitment

It is the policy of the Ventura County SELPA to encourage districts to make an ongoing, good faith effort to recruit appropriately and adequately trained personnel, as defined by state standards, to provide special education and related services to students with disabilities.

The Ventura County SELPA assists districts in maintaining an adequate supply of qualified personnel by the following means:

- A. Maintenance of a list of available jobs in Special Education online and for distribution to prospective job-seekers.
- B. Posting on the SELPA website information regarding various special education positions including typical duties, prerequisites and range of pay.
- C. Collaboration with local colleges and universities to articulate local needs.
- D. Collaboration with local colleges and universities on internship programs.
- E. Collaboration with VCOE Teacher Support programs to appropriately train beginning Special Education teachers, and provide information to the field regarding new programs and requirements.
- F. Support of and participation in career fairs for teachers and other specialists.
- G. Dissemination of a Ventura County SELPA recruitment brochure for Special Education staff.

III. Program and Personnel Development

Program Specialists and Staff Developers from each district in the Ventura County SELPA meet on a monthly basis in the Program and Personnel Development (PPD) Committee to consider personnel development needs on the individual site, district, region and Ventura County SELPA levels. An annual survey of needs is conducted. The Future Events List is created by this group. **(Appendix 8-A)**

Personnel development offerings, coordinated by the SELPA, will be available on either a district or SELPA wide level. Those offered on a SELPA wide basis will be topics which have been determined via needs assessment to be of widespread need throughout the SELPA. Most personnel development events will be available to all personnel including parents, Special Education, general education, related services and agency personnel.

Additional staff development offerings provided on a SELPA wide basis are those offered for specific groups of staff including Speech/Language Pathologists, Vision Specialists, Deaf/Hard of Hearing Specialists, and Occupational Therapists.

The Community Advisory Committee (CAC) is represented on the PPD Committee in order to articulate needs for information and training of parents and community

members. The CAC representative may also recommend topics for training of staff suggested by the CAC group.

Certain PPD activities are available for districts to reserve from the Ventura County SELPA. These events will be coordinated by the District and generally offered to staff, parents, and/or related agency personnel within that District. Districts may coordinate PPD programs with others in the region to avoid duplication of expenses and events.

See **(Appendix 8-B)** for a visual display of the Management System for Annual Personnel Development Program Plan. It demonstrates processes for:

- Needs Assessment
- Design
- Implementation
- Coordination
- Evaluation

IV. Parent Education

The majority of education for parents of Special Education students is coordinated by the CAC through the Parent Education Committee. CAC representatives give input to the Parent Education Committee regarding topics and issues of interest to their constituency.

The CAC Parent Education committee develops activities based on this input and provides a current list of available topics in the Training and Information for Parent Series (TIPS) on the SELPA website. The TIPS presentations are available to all community parent organizations at no charge. The CAC gives final approval for these activities.

In addition the Parent Education committee may develop other written materials such as Parent Alerts and brochures. The Parent Education Committee also oversees the annual dissemination of the Parent Information flyer. See “Parent Involvement” section of this Local Plan.

Additional events for parents are developed by various subcommittees of the PPD. Many of these are in collaboration with local community agencies. The CAC takes responsibility for public information of any Personnel Development event of interest to the public. CAC creates a monthly informational sheet which is sent to every school principal to send to families and also submits Public Service Announcements (PSAs) to local media.

Parents and Community Representatives who are new members to the CAC participate in the CAC Orientation held at the annual CAC retreat. Individual orientation and support will be provided to new members as they join the CAC.

V. Curriculum Council

The SELPA appoints an administrator to attend the Ventura County Office of Education Curriculum Council to facilitate the flow of staff development information between special and general education professionals. Program Specialists and other Staff Developers interact with local District Curriculum Departments in coordinating staff development.

VI. Evaluation

The Ventura County SELPA collects evaluative data of all staff development events. Conference and inservice attendees are asked to evaluate presentation effectiveness using the Staff Development Evaluation Form. **(Appendix 8-C)** SELPA staff consider information gained from the evaluations in order to continuously improve and make decisions about future PPD offerings.

VII. Region 8 – Personnel Qualification Workgroup (PQW)

The Ventura County SELPA Director of Personnel Development participates on all PQW Region 8 Coordinating Council Meetings. The Council shares personnel development information and activities for the Region 8 area. The California Diagnostic Centers attend the PQW meeting to exchange information and ideas regarding Diagnostic Center trainings and activities. The workgroup also sponsors a regional CAC forum on a periodic basis for CACs to share ideas and information.

VIII. Advanced Certification Programs

A. Autism Certification

The Ventura County SELPA offers a method for staff (both professionals and paraprofessionals) to acquire certification of training in the field of autism. There are seven areas related to serving students with autism in which staff can be certified, as well as an overall certificate for completing all the modules. The SELPA Autism Certification Team (ACT) meets quarterly to review and verify documentation of training experiences submitted by staff. There is a separate program for professionals and paraprofessionals. **(Appendix 8-D – Autism Certification Program Manual – Professional Level) (Appendix 8-E - Autism Certification Program Manual – Paraprofessional Level)**

B. NonViolent Crisis Prevention and Instruction (NCPI)

The Ventura County SELPA offers monthly trainings in this method of behavior intervention. It is the only Ventura County SELPA-approved method which includes strategies for managing Behavioral Emergencies per California Code of Regulations Title V Sections 3001 & 3052. The Ventura County SELPA maintains and supports a cadre of trainers who are trained and certified by the Crisis Prevention Institute. These trainers provide training and issue a certificate when competencies are met. The program requires all staff to attend a “refresher” course every 12 months in order to maintain current certification (see section 6 – “Behavior Interfering with Learning”). There are additional refreshers on a variety of specific topics. There is also a one day training for parents on verbal de-escalation strategies. See **(Appendix F)** for NCPI Trainer’s Manual.

C. Applied Behavior Analysis

The SELPA promotes Applied Behavior Analysis (ABA) as an Evidenced Based Practice for teaching students with autism and other developmental disabilities. ABA can be an effective technique for teaching new skills as well as changing behavior. The SELPA offers a number of training opportunities based on the principles of ABA as well as on an ABA Certification process for teachers. **(See appendix 8-G).**

D. Positive Behavior Intervention (PBI) Certification

Also referred to in Section 6, “Behavior Interfering with Learning”, the Ventura County SELPA offers an intensive course for credentialed staff who wish to be certified to conduct Functional Behavior Assessments (FBAs) and develop Behavior Intervention Plans. Participants must develop a Comprehensive Behavior Intervention Plan (CBIP) based on data, and meet minimum performance requirements in order to be certified. **(See appendix 8-H).**

PBI Refresher – the SELPA requires all people certified as BICMs or certified by SELPA in Positive Behavior Intervention to attend at least 3 hours of related professional development activities or submit a CBIP for peer review in order to keep certification current, every three years.

E. Assistive Technology Leadership Certification

The Ventura County SELPA offers coursework for special education staff to become Leaders in Assistive Technology. This course covers legal and assessment issues as well as resources and service delivery. Participants must complete a project in order to be certified.

IX. Paraeducator Professional Development

SELPA has developed a training manual to assist professionals working with Special Education Paraeducators to ensure that the Paraeducators have the information and training they need to work safely and effectively with our Special Education students. Although each assignment is different, there are certain basic areas in which it is felt that all Paraeducators should be trained and others that will be based on need. The manual is designed to be informal and interactive, and can occur in a one-on-one setting. The Special Education Case Manager is responsible for providing or arranging for the training. Information and materials are provided for each of the topics. The manual has been designed to allow each Special Educator to add his or her own resources and samples of materials and tools that are used in his or her program, if desired.

SELPA also provides various training opportunities throughout the year for Paraeducators related to the needs of special education students. Trainings are either half-day or full-day, depending on the content. Paraeducators are also provided trainings and workshops through their individual districts.

Paraeducators are also offered the opportunity to participate in workshops on Crisis Prevention Intervention (CPI). Trainings are offered by SELPA as well as by individual districts.

(See **Appendix 8-I** – Training Manual for Special Education Paraeducators/Instructional Aides)

X. Program Monitoring/Program Review

A variety of activities and processes are in place to provide for ongoing review of special education programs.

- A. Special Education Self-Review (SESR) – The Ventura County SELPA provides leadership in required SESR activities, including facilitation of information, forms, and requirements.
- B. Verification Review – If a district is chosen for a Verification Review conducted by CDE, the Ventura County SELPA will provide support as needed to the district being reviewed.
- C. Data Noncompliance (DINC) – The SELPA provides support and assistance to districts in the Data Noncompliance process. This may include monitoring any required corrections, consultation and training in issues relating to noncompliance such as assessment, timelines and transition.
- D. Ongoing Program Review – The Ventura County SELPA Assistant Superintendent works directly with Operations Cabinet and Superintendents' Policy Council to inform them of legal/compliance information as well as promising practices and exemplary programs throughout the state.

In addition, the PPD Committee participates in ongoing discussions about program effectiveness. If additional training or resources are needed to improve program quality, they are developed and provided. The PPD will undertake research and development of new program and/or curricular trends and set a vision for that trend. New programs and curriculum will be developed as appropriate.

The Ventura County SELPA also supports a Transition Networking Team (TNT). The TNT is an opportunity for representatives of each high school and post-secondary school to discuss and promote better transition activities and compliance at their schools.

The Infant/Preschool Steering Committee consists of Preschool representatives from each district and also promotes legal compliance as well as programmatic quality.

The Ventura County SELPA Assistant Superintendent participates in the monthly meetings of State SELPA Administrators to stay informed about state requirements and review processes. The Assistant Superintendent works with state departmental and legislative staff to represent SELPA staff and families in statewide legislative and procedural issues.



SECTION 8
PROGRAM AND PERSONNEL
DEVELOPMENT AND REVIEW
APPENDICES A-H

Key: **ASHA**- American Speech & Hearing Assoc. **ACP**- Autism Certification Program (All ACP are for both paras & professionals unless otherwise noted) **ATAC** Assistive Technology **TIPS**- Training & Information for Parents Series **ARISE**- Autism Resources, Information Sharing & Education **VCASP**- Ventura County Association of School Psychologists
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SELPA Future Events List 2014 - 2015

Sept. 11	8:00 AM	4:00 PM	Assessment of Autism Spectrum Disorders and Emotional Disturbance (Robin Sakakini), VCOE CESC, Conejo Room (ACP I) – Psych; SLP; SET
Sept. 11	8:15 AM	11:30 AM	Beginner SIRAS Training for New Teachers (Joanna Della Gatta) VCOE CESC, Computer Lab
Sept. 11	12:15PM	3:30 PM	Beginner SIRAS Training for New Teachers (Joanna Della Gatta) VCOE CESC, Computer Lab
Sept. 16	8:00 AM	11:30 AM	Do This, Not That! The Educator's Guide to Working with Mental Health Conditions (Tim Halphide), VCOE CESC, Conejo Room – Psych; SET; Para; Nurse; SBT
Sept. 16	8:15 AM	11:30 AM	Intermediate SIRAS Training for New Teachers (Joanna Della Gatta) VCOE CESC, Computer Lab
Sept. 16	12:15PM	3:30 PM	Intermediate SIRAS Training for New Teachers (Joanna Della Gatta) VCOE CESC, Computer Lab
Sept. 16	3:15 PM	5:30 PM	Proloquo2go Beginners (Sharon Redner) VCOE CESC, Santa Paula Room – SLP; SET
Sept. 17	2:00 PM	3:30 PM	New Staff Orientation to the WorkAbility Data Base (Kathy Trauger) VCOE CESC, Computer Lab
Sept. 18	8:45 AM	12:00 PM	Desired Results Developmental Profile (DRDP) access (Amy Shaffer & Larin Wilson), VOCE CESC, Santa Paula Room- Early Start
Sept. 19	8:00 AM	4:30 PM	Tier 2 Vocabulary (Judy Montgomery) (.6 ASHA CEUs) VCOE CESC, Salons A-C - SLP
Sept. 23	8:00 AM	11:30 AM	PSW Overview (Jenny Jones and Sandi Killackey) VCOE CESC, Salons A-C – School Teams: Admin; Psych; SET; GET; SLP
Sept. 24	8:00 AM	2:30 PM	Tricks of the Trade: Putting Legal Requirements into Practice (Derek Ihori) VCOE CESC - SET
Sept. 25	8:15 AM	11:30 AM	Intermediate SIRAS Training for New Teachers (Joanna Della Gatta) VCOE CESC, Computer Lab
Sept. 25	12:15PM	3:30 PM	Intermediate SIRAS Training for New Teachers (Joanna Della Gatta) VCOE CESC, Computer Lab
Oct. 1 & 2	8:00 AM	4:00 PM	I*SEE (Malotte & Nail) VCOE CESC, Santa Paula Room (ACP III) – SET; OT
Oct. 3	8:00 AM	3:30 PM	Current Trends in Supervision Initial (Katie Lee & Marie Battle) (.6 ASHA CEUs) VCOE CESC, Conejo Room - SLP
Oct. 3	8:00 AM	1:00 PM	Current Trends in Supervision Refresher (Lee & Battle)(.4 ASHA CEUs) VCOE CESC, Conejo Room – SLP
Oct. 7	8:00 AM	3:30 PM	Common Core for Special Education Teachers (Mary Schillinger), VCOE CESC Salons A & B – SET
Oct. 7	3:15 PM	5:30 PM	TouchChat for Beginners (Sharon Redner), VCOE CESC, Santa Paula Room – SLP; SET
Oct. 8	8:00 AM	12:00 PM	Autism Overview for Paraeducators (Lynn Dokken) VCOE CESC, Santa Paula Room (ACP I) – Para; Parent
Oct. 9	3:30 PM	7:00 PM	PSW Overview (Jenny Jones and Sandi Killackey) VCOE CESC, Salons A-C – School Teams
Oct. 10	8:00 AM	12:00 PM	Sensory and Behavior (Kelly Cox) VCOE CESC, Santa Paula Room (ACP IV) – Psych; SET; Para; Parent; SBT
Oct. 13	8:45 AM	11:00 AM	Taking Charge of the IEP (Mary E. Samples) VCOE CESC - Admin.
Oct. 14	1:45 PM	4:00 PM	PBI Tune Up "Functionally Equivalent Replacement Behavior (FERB)", (Christa Johnson & Sandy Smith), VCOE CESC, Santa Paula Room – Psych; SET; SBT

SELPA Future Events List Continued 2014 - 2015

Oct. 15	8:00 AM	3:30 PM	Foundations of Autism (Steve Graff & Laura Valdez) VCOE CESC, Santa Paula Room (ACP I) (.6 ASHA CEUs) – Para; Parent
---------	---------	---------	--

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Oct. 16	6:00 PM	8:00 PM	Encouraging Communication for Parents with Students with Autism- Eng/Spn (Traci Peplinski & Jennie Vargas), VCOE CESC, Santa Paula Room (ACP II) – Parents
Oct. 20	3:00 PM	5:00 PM	PSW Training of Trainers for SAI (Jenny Jones & Sandi Killackey), VCOE CESC, Conejo Room – SET
Oct. 22	3:15 M	5:30 PM	Comparison of Communication Apps (Sharon Redner), VCOE CESC, Santa Paula Room – SET; SLP; Parent
Oct. 23	8:00 AM	10:00 AM	Sensory and Behavior for Early Start (Debbie Adams & Krista Minnis), VCOE CESC, Board Room – Early Start
Oct. 23	3:15 PM	5:30 PM	How to Get Started with Bookshare (Kelly Cox), VCOE CESC, Santa Paula Room- SET
Oct. 27	8:00 AM	12:00 PM	Day One – IEP Meetings: When the Going Gets Tough (Madden) VCOE CESC, Santa Paula Room – Admin.
Oct. 27 & 28	8:00 AM	3:00 PM	Introduction to Autism "Applied Behavior Analysis" (Las Virgenes Unified School District Staff) Las Virgenes USD, Boardroom, Contact Felicia Esqueda 818-878-5240 for Registration Information
Oct. 28	3:15 PM	5:30 PM	Boardmaker (Sharon Redner), VCOE CESC, Computer Lab (.2 ASHA CEUs) (ACP V) – SLP; SET; Parent
Oct. 29	3:15 PM	5:30 PM	How to Integrate Augmentative/Alternative Communication (AAC) in the Classroom (Redner), VCOE CESC, Santa Paula Room (ACP V) (ASHA .2 CEUs Pending) – SET; SLP
Oct. 29	5:45 PM	8:00 PM	Autism Services Panel (Tri-Counties Regional Center, Oxnard) (ACP II) - Parent
Nov. 3	8:00 AM	12:00 PM	Day Two – IEP Meetings: When the Going Gets Tough (Madden) VCOE CESC, Santa Paula Room - Admin
Nov. 3	1:45 PM	4:00 PM	PBI Tune Up "Manipulating Environmental Factors, VCOE CESC, Santa Paula Room – Psych; SET; SBT
Nov. 3-6	8:00 AM	3:00 PM	"Hands On" Autism Training (Las Virgenes Unified School District Staff & Autism Partnership) Las Virgenes USD, Contact Felicia Esqueda, 818-878-5240, for Registration Information.
Nov. 5	8:00 AM	12:00 PM	Visual Structure (Trish Malotte) VCOE CESC, Santa Paula Room (ACP III) – Para; Parent
Nov. 6	6:30 PM	8:30 PM	Behavior Strategies for Parents of Children with Social/Emotional Needs (Robin Sakakini & Detra Young) VCOE CESC, Santa Paula Room – Parents
Nov. 8	8:00 AM	2:30 PM	Evidenced-Based Practices for Autism Made Practical: Home, School & Community (Patty Schetter) VCOE CESC (ACP I, II, IV, VI) – Parent; GET
Nov. 12(Date Changed)	8:45 AM	11:00 AM	Section 504 & ADA-The School's Responsibilities (Mary E. Samples) VCOE CESC – Admin.
Nov. 13	3:15 PM	5:30 PM	A Two Part Series: Assistive Technology for Access to Common Core Curriculum – Day 1(Kelly Cox) VCOE CESC, Santa Paula Room
Nov. 14	8:00 AM	12:00 PM	Why Won't This Kid Behave? (Nahal Ameri) VCOE CESC, Santa Paula Room (ACP IV) – Para; Parent
Nov. 20	8:00 AM	6:00 PM	Core Curriculum Folder Tasks Make 'n Take (Cathi Nye) VCOE CESC, Santa Paula Room (ACP III) – SET
Nov. 21	11:30 AM	2:30 PM	Transition Networking Teams (TNT), VCOE CESC, Conejo Room – SET
Dec 4	3:15 PM	5:30 PM	A Two Part Series: Assistive Technology for Access to Common Core Curriculum – Day 2(Kelly Cox) VCOE CESC, Santa Paula Room
Dec. 5	8:00 AM	3:30 PM	PIX (Sharon Redner) VCOE CESC, Santa Paula Room (ACP V) (.6 ASHA CEUs Pending) – SET; SLP
Dec. 8	8:45 AM	11:00 AM	Suspension and Expulsion of Special Education Students (Mary E. Samples) VCOE CESC – Admin.
Dec. 16	1:45 PM	4:00 PM	PBI Tune Up "Prompting and Reinforcement" (Michele Harding), VCOE CESC, Santa Paula Room – Psych; SET; SBT
Jan. 8-9	8:00 AM	4:00 PM	ADOS 2-Day Clinical Training (Pegeen Cronin,Ph.D.) VCOE CESC, Salon A
Jan. 13	1:45 PM	4:00 PM	PBI Tune Up "Data Collection" (Sandy Smith & Julia McCarter), VCOE CESC, Santa Paula Room – Psych; SET; SBT
Feb. 3	8:00 AM	11:30 AM	PSW Model for Speech Language Pathologists (Jenny Jones & Kim Dapron), VCOE CESC Salons A-C (.3 ASHA CEUs pending) – SLP
Feb. 5	12:30 PM	4:00 PM	Agency 101, VCOE CESC – Community; Parent

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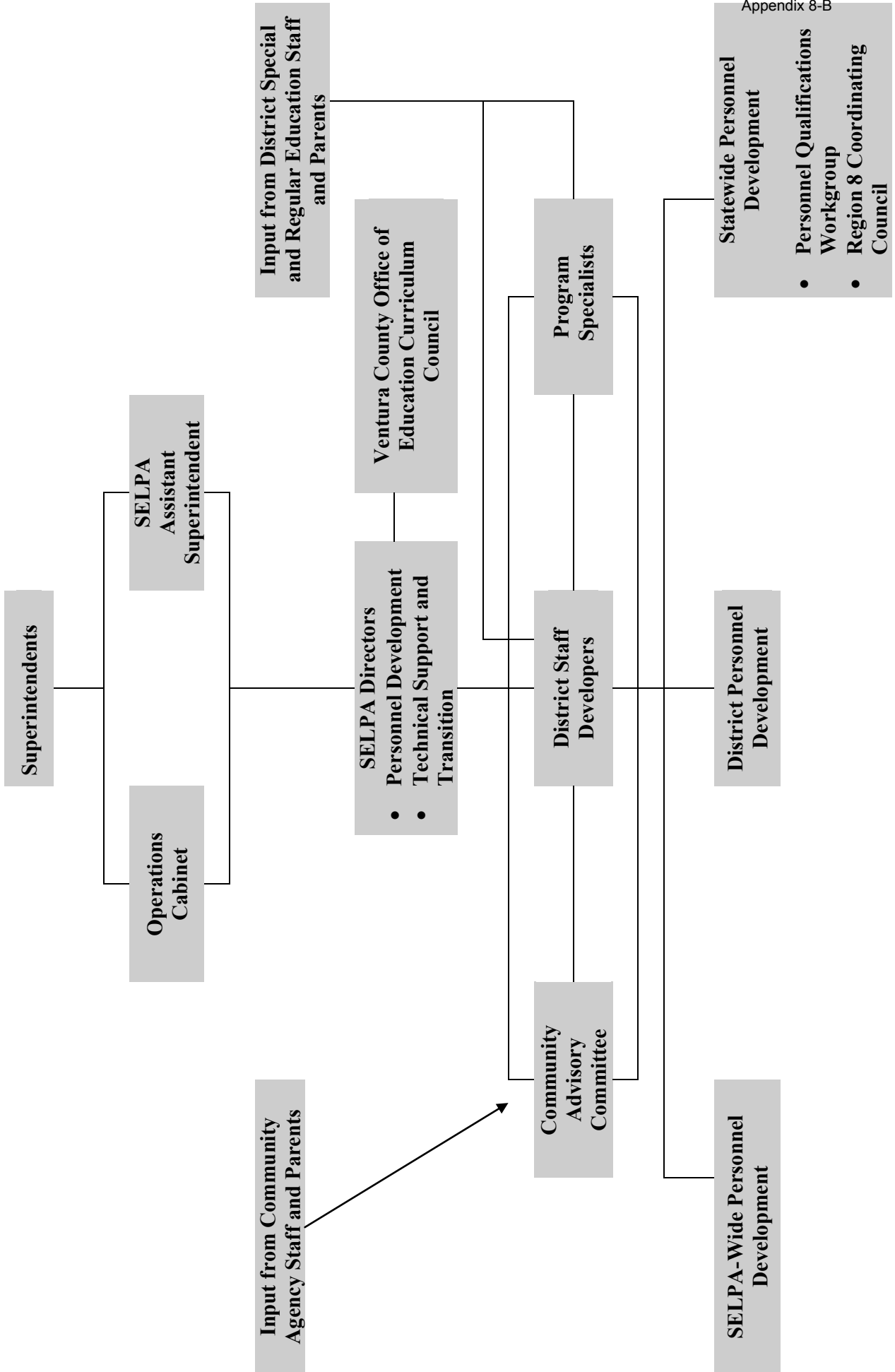
SELPA Future Events List Continued 2014 - 2015

Feb. 5	5:45 PM	8:00 PM	Behavior Strategies for Parents of Children with Autism (Ameri & Aquino) VCOE CESC, Santa Paula Room (ACP II) – Parent
Feb. 12	8:00 AM	3:30 PM	Day One PBI Certification (Sakakini, Killackey, Harding & Johnson), VCOE CESC, Salon B – Psych; SET; SBT
Feb. 17	8:00 AM	3:30 PM	Day Two PBI Certification (Sakakini, Killackey, Harding & Johnson), VCOE CESC, Salon B - Psych; SET; SBT
Feb. 18	1:45 PM	4:00 PM	PBI Tune Up "Despite Your Best Efforts...Plan Not Working" (Christa Johnson & Sandy Smith), VCOE CESC, Santa Paula Room - Psych; SET; SBT
Feb. 19	3:15PM	5:30 PM	Boardmaker (Sharon Redner) VCOE CESC, Computer Lab (.2 ASHA CEUs) (ACP V) – SLP; SET; Parent
Feb. 25	5:45 PM	8:00 PM	Autism Services Panel (Tri-Counties Regional Center, Simi Valley) (ACP II) - Parent
Feb. 26	8:00 AM	11:30 AM	Videomodeling (Jenny Quan) (ACP VI) (.3 ASHA CEUs), VCOE CESC Santa Paula Room – SET; SLP
Feb. 26 & 27	8:00 AM	3:00 PM	Introduction to Autism "Applied Behavior Analysis" (Las Virgenes Unified School District Staff) Las Virgenes USD, Boardroom, Contact Felicia Esqueda 818-878-5240 for Registration Information
Feb. 27	11:30 AM	2:30 PM	Transition Networking Teams (TNT), VCOE CESC, Salon C
Mar. 3-6	8:00 AM	3:00 PM	"Hands On" Autism Training (Las Virgenes Unified School District Staff & Autism Partnership) Las Virgenes USD, Contact Felicia Esqueda, 818-878-5240, for Registration Information.
Mar. 4	8:00 AM	3:30 PM	Day Three PBI Certification (Sakakini, Killackey, Harding & Johnson), VCOE CESC, Salon B - Psych; SET; SBT
Mar. 5	8:00 AM	11:30 AM	Cognitive Behavioral Techniques for Educators (Tim Halphide), VCOE CESC, Salon A (ACP VI) - Psych; SET; SBT
Mar. 5	1:45 PM	4:00 PM	PBI Tune Up "Advanced Interventions/Teaching Strategies (Michele Harding), VCOE CESC, Santa Paula Room - Psych; SET; SBT
Mar. 10	1:45 PM	4:00 PM	PBI Tune Up "Behavior Graphs in Excel" (Robin Sakakini & Sandy Smith), VCOE CESC, Computer Lab - Psych; SET; SBT
Mar. 13	8:00 AM	4:00 PM	Carpe Diem, VCOE CESC – SBT; Psych; GET; SET; Parent; Community; Clinician
Apr. 16	12:00 PM	3:30 PM	The Roots of Social and Academic Competence: Play and Language (Carol Westby), VCOE CESC, Salons A-C (.3 ASHA CEUs) - Psych; SET; SBT
Apr. 16	1:45 PM	4:00 PM	PBI Tune Up "Experimental Analysis/Hypothesis Testing (Christa Johnson & Sandy Smith), VCOE CESC, Santa Paula Room - Psych; SET; SBT
April 17	8:00 AM	3:30 PM	Narrative Assessment and Intervention with Cultural Applications: Addressing Common Core Standards (Carol Westby), VCOE CESC, Salons A-C (.6 ASHA CEUs) – SLP
Apr. 24	8:00 AM	3:00 PM	Autism and Communication (Traci Peplinski & Nicole Aronowitz) VCOE CESC, Santa Paula Room (ACP V) (.5 ASHA CEUs)- SLPs
Apr. 25	8:00 AM	1:00 PM	Walking the Path, Garden Grove, Simi Valley - Parent
Apr. 29	8:00 AM	12:00 PM	Sensory and Behavior (Kelly Cox) VCOE CESC, Santa Paula Room (ACP IV) – Psych; SET; Para; Parent; SBT
May 2	8:00 AM	1:00 PM	Transition Faire, VCOE CESC, Salons A-C
May 6	1:45 PM	4:00 PM	PBI Tune Up "Behavior Plan Scoring with Scoring Rubric (*Please bring a BIP that you have written to practice scoring), (Christa Johnson & Sandy Smith), VCOE CESC, Santa Paula Room – Psych; SET; SBT
May 15	11:30 AM	2:30 PM	Transition Networking Teams (TNT), VCOE CESC, Conejo Room
June 3	1:45 PM	4:00 PM	PBI Tune Up "Consultation/Collaboration (Christa Johnson & Sandy Smith), VCOE CESC, Santa Paula Room - Psych;

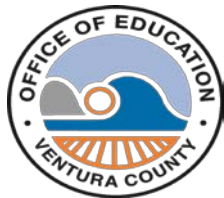
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SET; SBT

**MANAGEMENT SYSTEM FOR
ANNUAL PERSONNEL DEVELOPMENT PROGRAM PLAN**



Ventura County Special Education Local Plan Area STAFF DEVELOPMENT EVALUATION FORM



Session Title: _____

Presenter: _____

Date: _____

My Role: Sp. Ed. Teacher Paraeducator Psychologist
 Administrator Speech Language Pathologist Parent
 Related Services Provider Specify _____
 Other _____

**WE NEED YOUR FEEDBACK TO ENSURE QUALITY
STAFF DEVELOPMENT**

1. The best parts of the training for me were:

2. I could use more:

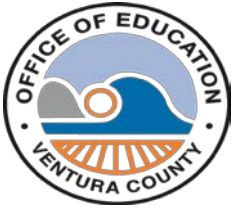
3. Ideas from the training I will be able to implement are:

4. My overall feelings about this workshop are:

5. Other topics of interest to me:

- _____
- _____
- _____
- _____

Educación Especial del Area del Plan Local del Condado de Ventura FORMULARIO DE EVALUACION DE DESARROLLO DE PERSONAL



Título de la Sesión: _____

Orador: _____

Fecha: _____

Mi título: Maestro/a de Ed. Esp. Asistente al Maestro/a Sicólogo/a
 Administrador/a Patólogo del habla lenguaje Padre
 Proveedor de Servicios Relacionados Especificar _____
 Otro _____

**NECESITAMOS SU OPINIÓN PARA ASEGURAR LA
CALIDAD DEL DESARROLLO PERSONAL**

1. Las mejores partes de el taller para mí fueron:

2. Yo podría utilizar mas:

3. Ideas de el taller voy a ser capaz de implementar son:

4. Mis impresiones en general acerca de este taller son

5. Otros temas de interés para me:

- _____
- _____
- _____
- _____

Ventura County SELPA Autism Certification Program MANUAL Professional Level

Revised March 2014

Fran Arner-Costello, Original Author/Editor, Ventura County SELPA (Retired)

**For Additional Information about this Program Contact:
Regina Reed, Director, Personnel Development
5100 Adolfo Rd., Camarillo
(805) 437-1560**

Reed@vcoe.org

www.venturacountyselpa.com



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Ventura County SELPA Autism Certification Program MANUAL Paraprofessional Level

Revised March 2014

Fran Arner-Costello, Original Author/Editor, Ventura County SELPA (Retired)

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Non-Violent Crisis Prevention and Intervention



(NCPI)
TRAINER'S MANUAL
2014-2015

*A manual for Ventura County SELPA trainers
conducting workshops under the auspices of the
Crisis Prevention Institute.*

Regina Reed
Director, Personnel Development
805-437-1560

Applied Behavior Analysis (ABA)

Special Education Expert Verification Process



Fran Arner-Costello, Original Author/Editor

**For additional information Contact:
Regina Reed,
Director, Personnel Development
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805-437-1560
email: Rreed@vcoe.org**

Mary E. Samples, Assistant Superintendent

Positive Behavior Intervention Training Manual 2015

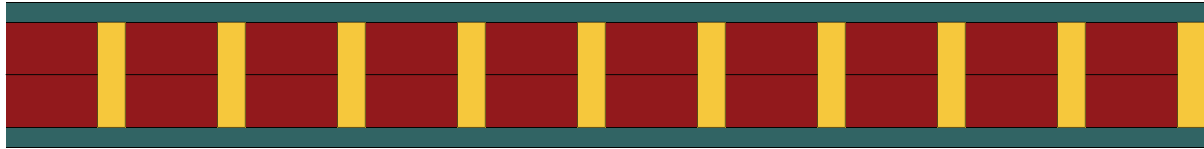
Original materials compiled by:
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Janet Ellis, 1993

2014 Revisions:
Fran Arner-Costello; Christa Johnson;
Dr. Robin Sakakini; Sandy Smith &
Michele Harding

For more information contact:
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805-437-1560
www.venturacountyselva.com

Ventura County SELPA
Mary E. Samples, Assistant Superintendent

www.venturacountyselpa.com



TRAINING MANUAL FOR SPECIAL EDUCATION PARAEDUCATORS/ INSTRUCTIONAL AIDES

Original Contributing Authors/Editors:

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805-437-1560**

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 - First Aid/CPR
 - Workshops and classes at SELPA
 - Autism Certification from the SELPA
 - Other Offerings _____
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VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

- SELPA -

GUIDELINES AND PROCEDURES FOR THE LOCAL PLAN FOR SPECIAL EDUCATION



- SECTION 1 – GOVERNANCE
- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- Section 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
- Section 5 – ALTERNATIVE PLACEMENT
- SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
- SECTION 7 – EARLY CHILDHOOD
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET**
- SECTION 10 – PARENT INVOLVEMENT
- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are Local Plan Policy.**

Ventura County SELPA
5100 Adolfo Rd.
Camarillo, CA 93012
(805) 437-1560 (805) 437-1599– fax
www.venturacountyselpa.com

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SEE GLOSSARY ON PAGE 8 FOR DEFINITION OF ACRONYMS AND TERMS FOR THIS SECTION.

I. Annual Budget Plan Adoption

A public hearing to present and discuss the Annual Budget Plan shall be held by the Ventura County Special Education Local Plan Area. Notice of this hearing shall be posted in each school in the local plan area at least fifteen days prior to the hearing. The Ventura County Superintendents' Policy Council will review all hearing input and shall adopt the Annual Budget Plan as presented or amended. The Annual Budget Plan may be revised during any fiscal year according to the policies established by the Superintendents' Policy Council.

II. Budget Funding Model

A. Funding Allocation

The SELPA's fiscal allocation plan shall be reviewed/approved periodically upon request of the Superintendents' Policy Council. The following groups shall be given the opportunity to provide input into the development of the fiscal allocation plan: Operations Cabinet, Community Advisory Committee, district Chief Business Officials (CBOs) and the Superintendents' Policy Council. The plan reflects the SELPA's current understanding of statutory requirements and is subject to change by the Superintendents' Policy Council if necessary to conform to changes in statute or regulation, or to address changing educational needs within the SELPA.

B. Decision-Making Guidelines and Principles

As much as possible, the adopted Budget Funding Allocation Model:

1. Provides an incentive for providing cost-effective programs for students in public school programs;
2. Provides no incentive for districts to over-identify students for special education services;
3. Whenever possible, equalizes funding among districts by raising the level of funding for those that were below the SELPA median in the base year;
4. Acknowledges that the Funding Allocation Model will not cover the total cost of special education services;
5. Recognizes that SELPA member districts will need to continue contributing LCFF funds for their special education students and general fund contributions to cover special education costs;
6. Is designed to meet program requirement needs.

C. Funding Sources

As a result of the passage of AB602 in 1997, most special education revenues are received by the SELPA in the form of a block grant. The base amount of the block grant is from the 1997-1998 school year.

The sources of funding include:

1. State Aid (AB602) which also includes funds for:
 - a. Low incidence
 - b. Out of Home bed
 - c. Regionalized services (SELPA operations), program specialists and staff development funds which had separate amounts were rolled into the SELPA base AB602 grant in 2013-2014
 - d. County Property Taxes
 - e. Preschool Grants (3-5 year olds)
 - f. Mental Health funds (state and federal)
 - g. IDEA Part B Local Assistance
 - h. IDEA Part B State Discretionary Grants
 - i. Additional funds which may sometimes be allocated through the state budget process.

D. Maintenance of Fiscal Support

Each district in the Ventura County SELPA understands and agrees that Part B funds will not be used to reduce the level of support beyond the amount permitted by federal laws and regulations. The budget plan shall annually identify revenue and expected expenditures for administrative services and services to pupils:

1. With severe disabilities
2. With low incidence disabilities
3. With non severe disabilities
4. To support individuals with exceptional needs placed in regular education programs
5. To provide for regionalized operations

E. Summary of Funding Principles

1. ADA Based – The Special Education ADA rate will be calculated for each district and will serve as the basis for distribution of funds
2. Base Allocation – The base allocation will not be affected by ADA growth/decline in subsequent years.
3. Entitlement – No district entitlement will be lower than the revenues received for their 1997/98 units from federal and state property tax, special day class revenue limit sources, equalization funds and COLA.
4. Funding – The first source of funding for district entitlements will be the Local Control Funding Formula (LCFF) funds generated by students in district-operated Special Day Classes.
5. The second source of funding will be funds generated by a server district invoicing a district of residence for services provided.
6. Growth Funds – If the SELPA receives special education ADA growth funds, those dollars will be apportioned among districts experiencing growth.
7. In the event that equalization funds are received, they will be used to provide equalization funding for those districts who are below the SELPA average.

III. Ventura County Office of Education (VCOE)

A. Funding Sources:

VCOE will be entitled to receive revenues for the students they serve equivalent to funds received from Federal and State property taxes, LCFF funds, AB602 funds and funds generated from excess cost billings.

1. The first source of funding will be property tax revenues.
2. The second source of funding for the VCOE entitlement will be the LCFF dollars generated by students in VCOE -operated programs.
3. The third source of funding will be that portion of AB 602 funding which supports base allocations.
4. The fourth source of funding will be the adopted excess cost formula:
 - Excess cost on programs for the students served by VCOE will be determined by calculating the total cost of operating the programs less all special education revenue received by VCOE.

B. Court & Community Schools

Resource Specialists and the special education instructional assistants for the Court/Community Schools will be funded from SELPA AB602 funds pursuant to the SELPA Allocation Plan.

C. Hearing Conservation

In order to serve students throughout the SELPA who may need audiological support, an Audiologist and a half time clerical person will be funded from AB602 funds pursuant to the SELPA Allocation Plan.

D. 1:1 Aides

In the event that a particular student is in need of a 1:1 aide which has been approved by the district of residence, the cost of the aide will be charged to the district of residence and not billed through the excess cost calculation.

IV. Non Public School/Agencies

Under the provisions of AB 602 each LEA in the Ventura County SELPA received the 1997/98 apportionment for NPS/NPA cost. It shall be the responsibility of each LEA in the Ventura County SELPA to pay for all costs associated with Non Public School or Agency placements.

V. Preschool

Funds allocated will equal those Federal and State dollars which are specifically allocated for Preschool Services. The funds shall be allocated to the LEAs on the basis

of the number of preschool students served.

VI. Low Incidence (LI) Specialized Books, Materials, Equipment and Services

Funds received by the SELPA to provide specialized books, materials, equipment and/or services for students who are hard of hearing/deaf, visually impaired/blind or orthopedically impaired will be utilized for that purpose. Low Incidence orders or claims will be submitted to the SELPA and reviewed by the SELPA's Low Incidence Committee. All LI orders/reimbursement claims will be charged to the LEA's share of the LI funds. The SELPA Administrative Unit will keep an inventory of all Low Incidence equipment.

VII. Personnel Development

Federal staff development funds are allocated for staff development purposes, to provide funds for training personnel to work with special education students. All dollars will be allocated to the SELPA to provide the resources to implement the SELPA personnel development plan.

VIII. Project WorkAbility

If SELPA receives funding from the state for Project Workability it will allocate funding to all districts with students aged 15 years and older, using a formula which determines their proportionate share. The Las Virgenes Unified School District and Conejo Valley School District do not participate in the SELPA Project WorkAbility program, as they receive their own grants.

IX. Early Start

The Early Start grant comes to the SELPA for use for additional services mandated by California's participation in the IDEA "Part C" program. These are services which are required in order to fully serve all infants and toddlers with solely low incidence disabilities. These additional services include:

- Receipt of referrals and conducting assessment of children with suspected low incidence disabilities (0-36 months) 12 months per year.
- Occupational Therapy/Physical Therapy
- Nutrition
- Transportation
- Respite

Additional expenditures to serve these children may also include:

- Equipment
- Supplies
- Training and staff development

X. District to District Excess Cost

The following District to District Excess Cost Agreement was made on March 31, 2000:

After the serving district and district of residence communicate, the district providing services is responsible for providing the agreed upon services. Those services will be included in the excess cost billing formula. Exceptional services beyond those typically provided in the program shall be stated in writing and signed off by both the serving district and district of residence. The agreed upon exceptional service will be excluded from excess cost calculations and shall be paid by the district of residence.

The SELPA Superintendents' Policy Council shall hear disputes that arise over exceptional services that are not resolved by the districts involved. The districts involved shall have the opportunity to present the rationale for each position. The SELPA Superintendents' Policy Council shall determine final resolution.

XI. Glossary – Budget Terms

AB 602 - Bill signed into law October, 1997, which regulates the funding of special education programs in California

ADA - Average Daily Attendance

Base Allocation - This is the calculated special education funding entitlement for each LEA

COLA - Cost of Living Adjustment

Excess Cost Formula – The dollar amount above the revenue received by a server school district that is billed to a consumer school district to cover the educational cost of each student.

LCFF – Local Control Funding Formula

LCI - Licensed Childrens' Institution, in this document the term refers to both students in Licensed Childrens' Institutions (group homes) and Foster Family Homes

LEA - Local Education Agency

Longer day/Longer Year Funds – Senate Bill (SB) 813 passed in 1983 provided additional money to school districts for adopting a longer day/longer year calendar.

Low Incidence - Disabilities of deaf, blind, deaf-blind and orthopedically impaired

NPA - Non-Public Agency

NPS - Non-Public School

Program Specialists Services - Services provided by an individual who holds an appropriate credential. This individual assists special education teachers, plans programs, coordinates curricular resources and evaluates program effectiveness.

Regionalized Services – Administration of SELPA including, personnel development, program evaluation, data collection/management information systems, curriculum development, etc.

Related Services – Services which assist a student in benefiting from his/her special education program.

SDC - Special Day Class

SELPA - Special Education Local Plan Area

Ventura County Special Education Local Plan Area
- SELPA -

**LOCAL PLAN GUIDELINES & PROCEDURES FOR
SPECIAL EDUCATION
2015**



**SECTION 10
PARENT INVOLVEMENT**

- SECTION 1 – GOVERNANCE
- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- SECTION 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
- SECTION 5 – ALTERNATIVE PLACEMENT
- SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
- SECTION 7 – EARLY CHILDHOOD
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET
- SECTION 10 – PARENT INVOLVEMENT**
- SECTION 11 – TRANSITION TO ADULT LIFE

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are Local Plan Policy.**

Ventura County SELPA
5100 Adolfo Rd., Camarillo, CA 93012
(805) 437-1560 (805) 437-1599 – fax
www.venturacountyselpa.com

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The Ventura County SELPA is committed to quality family involvement at all levels including:

- Information and Resources for Families;
- Community Advisory Committee (CAC);
- Planning and presenting personnel development; and
- Advisement on special education policies and procedures.

There is a well-defined structure that assures parent involvement at all levels:

I. Information and Resources for Families

Numerous resources are made available to ensure parents and other family members are informed and active decision-makers regarding their children and parents may call and receive a free copy or download a copy from the website at any time:

- *Child-find brochures* – Disseminated each semester to all public and private schools and public libraries in English and Spanish, these brochures assist the parent in making a referral. There are separate brochures for families of children 0-36 months and 3-22 years old. **(Appendix 10-A – “Are you Concerned About Your Child?” and 10-B – “Could Your Baby Benefit from Early Start Services?”)**
- *Parent Guide to Special Education* – This booklet describes all aspects of special education referral and services. **(Appendix 10-C)**
- *Community Resource Directory* – A bilingual booklet with information about community resources for children with special needs. **(Appendix 10-D)**
- *Adult Services Resource Directory* – A bilingual booklet describing community services for adults with disabilities which is given to all secondary special education teachers to share with families and made available to all attendees at our annual Family Transition Faire. **(Appendix 10-E)**
- *Community Resources for Families of Young Children* – A bilingual directory of resources for children 0-5. **(Appendix 10-F)**
- *IEP: Your Child’s Plan for Success* – Two hour trainings on the IEP process are presented to the community upon request (in English or Spanish).
- *Other brochures* – A Parent’s Guide to Planning for Transition to Adult Life; Sensory Issues and Needs in Early Start; Apraxia in 3-5 year olds; Access, Accommodations and Acceptance, A Winning Grade- A+ Brochure; 90 Ways to Help the Child with ADHD; Autism...A Confusing Diagnosis; Family Fact Sheet – Sorting through services to help you help your child...Regional Center or Schools?; My Child has Emotional & Behavior Challenges...How can I find help?; My child with special needs is going to middle school. How can we get ready?; Parent Information for Children and Youth in Short Term Psychiatric Care: What are My Next Steps?; Transition Checklist for Parents, Transitioning to High School; What Exactly is a SELPA and What Does it Do?
- A full website with information for special education parents under “Information for Families” and “Información en Español”

II. Community Advisory Committee (CAC)

The Ventura County SELPA supports an active CAC made up of a majority of parents of children with special needs. **(See CAC Bylaws Appendix 10-G, CAC Handbook Appendix 10-H, and CAC Executive Board Manual Appendix 10-I)** The committee has standing subcommittees who undertake the following duties:

A. Public Information

- Maintains a materials display “booth” which is taken to community workshops and conferences (in English and Spanish).
- Publicizes SELPA events of interest to the community via newspaper, radio and TV. **(Sample Public Service Announcement Appendix 10-J).**
- Sends a yearly list of events and resources of interest to districts to disseminate to families of all special education students. **(Parent Information Flyer Appendix 10-K)**
- Sends monthly informational items to each school principal for inclusion in the school newsletters and posting in classrooms. **(Sped-O-Gram Appendix 10-L).**
- Ensures that all public information materials are consistently updated.
- Ensures that the SELPA Webpage is consistently updated with information for parents.
- Provides ongoing recognition of staff and others who have gone “above and beyond” for Special Education students.

B. Parent Education

- *Training and Information for Parents Series (TIPS)* – Provides training to families on topics of interest. Offers a menu of topics to groups to request. Many are also available in Spanish. **(sample Training and Information for Parents Series (TIPS) flyer and topics Appendix 10-M)**
- Provides flyers and written information to be sent home to parents
- Develop Parent Alerts on an “as needed” basis.
- Maintains the “A Parent Guide to Special Education”

C. Local Plan

This committee assists the SELPA Assistant Superintendent and Directors in ongoing review and updating of the Local Plan.

D. Officer Nominating

This committee generates the slate of officers in the spring for the following school year.

III. Personnel Development

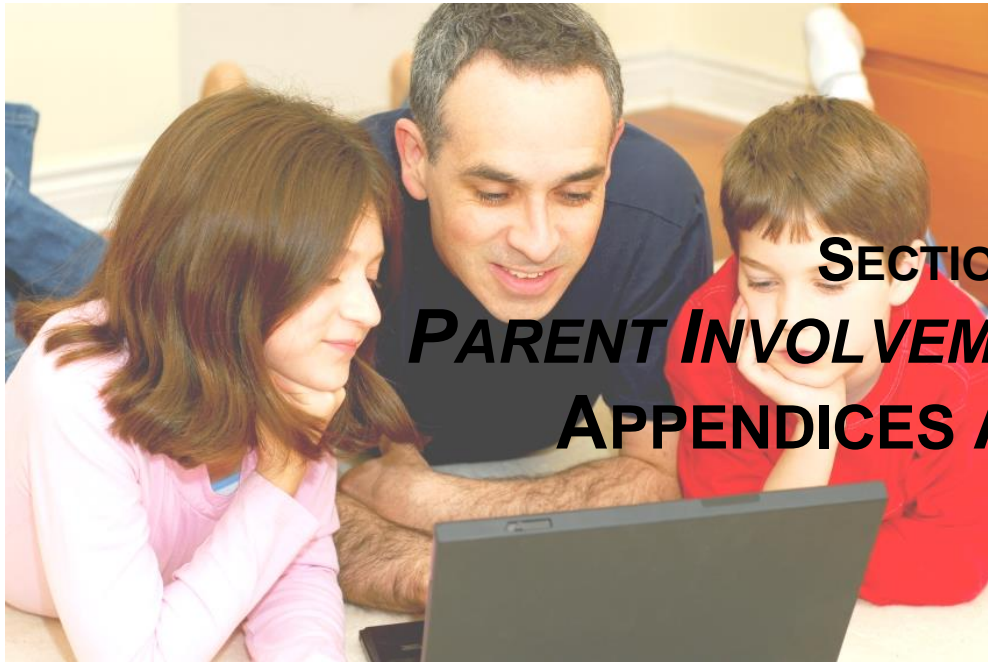
Through the CAC, the SELPA actively recruits and supports parent representation on all personnel development committees. Parent representatives are encouraged to express the parent viewpoint in decisions regarding training. These parent representatives report back to the CAC regarding committee activities, for community review. Some SELPA workshops feature parents as co-presenters.

The CAC sends a representative to the Program and Personnel Development (PPD) Committee, which is the main personnel development committee in the SELPA. The

Region 8 Personnel Qualifications Workgroup facilitates an annual meeting for CACs in the area to network and share ideas.

IV. Policy and Procedural Advisement

The SELPA Assistant Superintendent and Directors attend all CAC meetings, to keep the CAC apprised of ongoing issues, and to respond to the CAC input. The Operations Cabinet sends a representative to CAC each month to hear concerns and express them to the Operations Cabinet and Superintendents as appropriate. **(See “Governance” Section of Local Plan)**



SECTION 10
PARENT INVOLVEMENT
APPENDICES A-M

Resources

COMMUNITY REFERRALS

Your concerns about your child may go beyond school. The Interface 211 Helpline can help you find resources.

- Social/Emotional Issues
 - Ventura County Behavioral Health (866) 998-2243
 - LA County Mental Health (800) 854-4771
 - United Parents (805) 384-1555
- Developmental Disabilities
 - Tri-Counties Regional Center (800) 664-3177 (Ventura County)
 - North LA County Regional Center (818) 778-1900
 - Rainbow Connection Family Resource Center (800) 322-3679
 - Autism Society of Ventura County (805) 496-1632
 - Area Board IX for Developmental Disabilities (805) 648-0220 (Ventura County)
 - Area Board X (818) 543-4631 (LA County)
- Hearing Loss
 - Ventura County Office of Education Hearing Conservation (805) 437-1380
- Physical/Health Disabilities
 - California Children Services (CCS) 1-800-781-4449 x4
- Learning Disabilities—national website www.idaamerica.org

DIRECTORIES

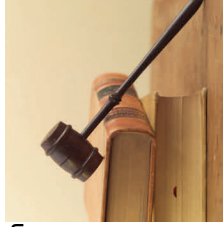
The Ventura County SELPA has a number of resources with information which might be useful to families. You may download from our website, or request a free copy of the “504/ADA Handbook,” “Parent Guide to Special Education,” “Community Resources for Families of Young Children,” “Community Resource Directory” or “Adult Services Directory,” by calling (805) 437-1560.

Your Rights

If you would like a copy of your rights under Section 504 of the Rehabilitation Act, contact the SELPA office at (805) 437-1560 or go to our website and click on “Publications A-Z” then “504 Handbook.”

If you would like a copy of your Parent Rights under the Individuals with Disabilities Education Act and the California Education Code, please call the SELPA Office, or go to our website and click the “Special Education Parent Rights” link on the home page. There are “abbreviated” and “complete” versions to choose from.

If you feel you or your child have been discriminated against on the basis of a disability, please write the Department of Education Office of Civil Rights, Old Federal Building, Room 239, 50 United Nations Plaza, San Francisco, CA 94102-4102, or call (415) 556-4275 or fax (415) 437-7783. <http://www.usdoj.gov/crt/crt-hom>



Developed and distributed by:

**Ventura County Special Education
Local Plan Area (SELPA)
5100 Adolfo Road
Camarillo, CA 93012**

Mary E. Samples, Assistant Superintendent
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www.venturacountyselpa.com

ARE YOU CONCERNED ABOUT YOUR CHILD'S PROGRESS IN SCHOOL?



- **Academic**
- **Behavioral**
- **Social**
- **Physical**
- **Communication**

The public school system wants to work with you to help your child succeed. There are a variety of options available.

Students enrolled in private schools can request an assessment for special education from the district in which they reside.

General Education Prereferral Interventions...

There are numerous options in general education for addressing your child's needs. All California core curricular materials and textbooks have a variety of "differentiation" strategies to address different learning styles. Talk to your child's teacher or counselor about possible strategies or supports.

In addition, all schools have a problem-solving team of educators who meet regularly to discuss strategies for their students who continue to struggle. The team may be called Student Study Team (SST), Intervention Progress Team (IPT), or Professional Learning Community (PLC). These teams assist teachers and counselors by analyzing student performance data and planning needed intervention services for students at the school.

Ask your child's teacher or counselor about a referral to the school's problem-solving team. For more information about Prereferral Interventions, go to our website and click on "Response to Instruction and Intervention."



Section 504 of the Rehabilitation Act and Americans with Disabilities Act (504/ADA)...

504 and ADA are civil rights laws that guarantee that "no otherwise qualified person shall be excluded solely on the basis of a disability." This means schools must identify students who have disabilities and provide supports and services to ensure these students have the *same opportunity* to access all programs and activities at the school they are qualified for despite the disability.

If your child has a diagnosed disability or you feel your child needs assessment for a disability which impacts school performance, speak to your child's teacher or counselor.

Examples of disabilities which are addressed by 504 plans include ADHD, diabetes, asthma, depression and health-related issues.

Speak to your child's Principal or school psychologist to ask about an evaluation for ADA/504.

For more information about 504, go to our website and click on "Publications A-Z" and "504/ADA Handbook."

Need Help Deciding How to Start?

If you need help moving ahead, talk to your principal or district special education department. If you still need help, contact the Ventura County Special Education Local Plan Area at (805) 437-1560. They can connect you with professionals who are knowledgeable about special education and/or other parents of children with special needs.

Special Education...

If you and the school have tried a variety of changes in general education and they are still not effective, the school problem-solving team will make a referral for special education assessment. Or, parents can request an assessment at any time. Be sure to put your request in writing, date it, and note all areas of concern. Give the request to the school principal.

- Within 15 days of your request, you will receive **either**:
 - An Assessment Plan noting areas in which your child will be assessed, - or -
 - A notice that the district declines to assess, with reasons given. You have the right to appeal this decision.
- If you receive the Assessment Plan, you must sign it and return to the school.
- Within 60 days of receipt of the signed Assessment Plan, all assessments will be completed and an Individual Education Program (IEP) meeting will be held to discuss your child's eligibility.
- If your child is eligible, an IEP will be developed. An IEP will include specific goals to address your child's needs, and services to support those goals.

For more information about special education go to our website and click on "Publications A-Z" then "Parent Guide to Special Education." Special education services are available from three years old to 22 (or graduation.)

Recursos

REFERENCIAS COMUNITARIAS

Sus preocupaciones pueden ir más allá de la escuela. La Línea-de-Ayuda 211 de Interface puede ayudarle a encontrar recursos.

- Cuestiones Sociales/Emocionales
 - Salud de Comportamiento del Condado de Ventura (866) 998-2243
 - Salud Mental del Condado de LA (800) 854-4771
 - Padres Unidos (United Parents) (805) 384-1555
- Discapacidades del Desarrollo
 - Centro Regional de los Tres-Condados (800) 664-3177 (Condado de Ventura)
 - Centro Regional Norte del Condado de LA (818) 778-1900
 - Centro de Recursos Familiares Rainbow Connection (800) 322-3679
 - Sociedad del Autismo del Condado de Ventura (805) 496-1632
 - Comité del Area IX para Discapacidades del Desarrollo (805) 648-0220 (Condado de Ventura)
 - Comité del Area X (818) 543-4631 (Condado de LA)
- Perdida Auditiva
 - Conservación Auditiva de la Oficina Educativa del Condado de Ventura (805) 437-1380
- Discapacidades Físicas/Salud
 - Servicios para Niños en California (CCS) 1-800-781-4449 x4
- Discapacidades del Aprendizaje—web nacional www.ldaamerica.org

DIRECTORIOS

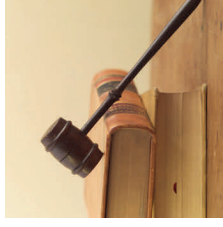
SELPA del Condado de Ventura tiene un número de Directorios de Recursos con información que puede ser útil para las familias. Puede descargar de nuestro sitio Web, o pedir una copia gratuita del “Guía Para Educación Especial,” “Recursos Comunitarios para Familiares de Pequeños,” “Directorio de Recursos Comunitarios” o “Directorio de Recursos de Servicios para Adultos,” llamando al (805) 437-1560.

Sus Derechos

Si gustan obtener una copia de sus derechos bajo Sección 504 del Acta de Rehabilitación, favor de llamar a la oficina de SELPA del Condado de Ventura al (805) 437-1560, o visite nuestro sitio de Internet y oprima “Publication A-Z” y “504 Handbook.”

Si gustan obtener una copia de sus Derechos Paternales dentro del Acta para Individuos con Discapacidades y el Código Educativo de California, favor de llamar a la oficina de SELPA, o visite nuestro sitio de Internet y oprima “Special Education Parent Rights” en la página inicial. Puede escoger la versión “abreviada” y “completa”.

Si usted cree que usted o su hijo/a han sido discriminados en la base de una discapacidad, por favor escriba al “Department of Education Office of Civil Rights,” Old Federal Building, Room 239, 50 United Nations Plaza, San Francisco, CA 94102-4102”, o llame al (415) 556-4275 o por fax (415) 437-7783. <http://www.usdoj.gov/crt/ert-home.html>



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**AREA DEL PLAN LOCAL DE
EDUCACION ESPECIAL DEL
CONDADO DE VENTURA
(SELPA)**

¿ESTA PREOCUPADO SOBRE EL PROGRESO DE SU NIÑO/A EN LA ESCUELA?



- **El sistema escolar público quiere trabajar con usted para ayudar a su niño/a alcanzar**

El sistema escolar público quiere trabajar con usted para ayudar a su niño/a alcanzar éxito. Hay una variedad de opciones disponibles.

Estudiantes matriculados en escuelas privadas pueden solicitar una evaluación para servicios de educación especial del distrito donde residen.

Appendix 10-A

Educación General Intervenciones antes de la Referencia...

Hay numerosas opciones en la educación general para dirigir las necesidades de su hijo/a. Todas las materias del plan de estudio de California y libros de texto tienen una variedad de estrategias de "diferenciación" para dirigir estilos de aprendizaje diferentes. Hable con el maestro o consejero de su hijo sobre posibles estrategias o apoyos.

Además, todas las escuelas tienen un equipo de educadores para solucionar problemas que se reúne regularmente para discutir estrategias para los estudiantes que continúan batallando. El equipo puede ser nombrado Equipo Estudiantil de Estudios (SST), Equipo de Progreso de Intervención (IPT), o Comunidad de Aprendizaje Profesional (PLC). Estos equipos asisten a maestros y consejeros en analizar los datos de rendimiento de estudiantes y planificar servicios de intervención necesarios para estudiantes en la escuela.

Pregúntele al maestro o consejero de su hijo/a sobre una referencia al equipo de solución de problemas. Para mas información sobre Intervenciones antes de la Referencia, visite nuestro sitio de Internet y oprima en "Response to Instruction and Intervention."



Sección 504 de la Acta de Rehabilitación y Acta de Americanos con Discapacidades (504/ADA)...

504 y ADA son leyes de derechos civiles que garantían que "una persona calificada no será excluida solamente por una base de una discapacidad." Esto quiere decir que las escuelas deben identificar estudiantes con discapacidades y proveer apoyos y servicios para asegurar que estos estudiantes tengan la *misma oportunidad* de tener acceso a todos los programas y actividades en la escuela en que son elegible a pesar de su discapacidad.

Si su hijo tiene un diagnostico de discapacidad o usted piensa que su hijo/a necesita una evaluación para una discapacidad que afecta su rendimiento en la escuela, hable con el maestro o consejero de su hijo/a.

Ejemplos de discapacidades que son dirigidas por un Plan de 504 incluye ADHD, diabetes, asma, depresión y otros problemas relacionados a la salud.

Hable con el director o psicólogo de la escuela de su hijo/a para preguntar sobre una evaluación para 504/ADA.

Para mas información sobre 504, visite nuestro sitio de Internet y oprima en "Publications A-Z" y "504/ADA Handbook."

¿Necesita Ayuda para Decidir Como Empezar?

Si necesita ayuda para seguir adelante, hable con el director de la escuela o el departamento de educación especial de su distrito. Si todavía necesita ayuda, llame al Area de Plan Local de Educación Especial del Condado de Ventura al (805) 437-1560. Pueden ponerlo en contacto con los profesionistas con conocimiento de la educación especial y/u otros padres de niños con necesidades especiales.

Educación Especial...

Si usted y la escuela han tratado una variedad de cambios en la educación general y no fueron efectivos, el equipo de solución de problemas hará una referencia para una evaluación de educación especial. O, los padres pueden solicitar una evaluación en cualquier momento. Este seguro de poner su petición por escrito, fechar, y note todas las áreas de preocupación. Déle la petición al director de la escuela.

- Dentro de 15 días de su petición, recibirá **cualquiera** del estos:
 - Un "Plan de Evaluación" notando las áreas en cual será evaluado su niño/a - ó
 - Un aviso que el distrito rehúsa evaluar, con explicaciones. Usted tiene el derecho de apelar esta decisión.
 - Si recibe el Plan de Evaluación, tiene que firmelo y regréselo a la escuela.
 - Dentro de 60 días de recibir el Plan de Evaluación firmado, todas las evaluaciones serán completadas y habrá una reunión del Programa de Educación Individual (IEP) para discutir la elegibilidad de su hijo/a.
 - Si su hijo/a es elegible, un IEP será desarrollado. El IEP incluirá metas específicas para dirigir las necesidades de su hijo/a, y servicios para apoyar estas metas.
- Para mas información sobre la educación especial visite nuestro sitio de Internet y oprima en "Información en español" y "Recursos y Folletos para Padres" y "Guía de Educación Especial para Padres." Servicios de educación especial son disponibles de los tres años a los 22 (o la graduación).



PRIMARY REFERRAL SOURCE

Primary Referral Source
 Name: _____
 Agency: _____
 Telephone: (____) _____
 Name of Infant: _____
 Date of Birth: _____
 Parents: _____
 Street Address: _____
 City and Zip Code: _____
 Telephone: (____) _____

My signature below indicates that the brochure, "COULD YOUR BABY BENEFIT FROM EARLY INTERVENTION SERVICES?" was given to me and explained to me by the person whose name is above.

- (Check one)
- I will call for a referral right away.
 - I would like the person above to make the referral call for me. My signature authorizes the person to provide information about my child to Ventura County Early Start.
 - I do not wish to make a referral now, but I understand I may call at any time.

Signed: _____ (parents)
 Date: _____

Primary Referral Source retains this portion.



PARENT'S RECORD

Name of person who gave you this brochure:

Agency: _____

Telephone: _____

Date: _____

Decision made by me:

- Call for a referral right away.
- The person above will call for me.
- I do not wish to make a referral right now but I understand I may call at any time.

Whether or not you would like a referral, if you would like to talk with another parent of a child with special needs, call **Rainbow Connection Family Resource Center at 1-800-332-3679 or (805) 485-9643.**

If you have questions or concerns about the Early Start Program. Call (805) 485-3177 Ext. 0.

Quarterly Meetings about Early Start:

Interagency Coordinating Council
 c/o Ventura County SELPA
 5100 Adolfo Road, Camarillo, CA 93012
 (805) 437-1560 Fax: (805) 437-1599
www.venturacountyselfpa.com

*This program mandated by:
 Individuals with Disabilities Education Act (IDEA) - PL-108-446*



SERVICES

Types of services which may be appropriate may include, but are not limited to:

Infant Services

- Developmental Intervention
- Hearing and Vision Services
- Speech and Language Development
- Occupational or Physical Therapy
- Behavioral Consultation
- Oral Motor Development
- Group Services
- Home-based Services

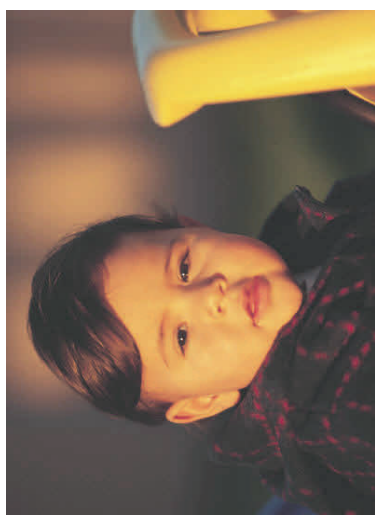
Family Services

- Parental support and counseling
- Assistance with referrals to other social services
- Assistance with entry into appropriate educational programs at age 3

Families who have health insurance may be required to use their benefits (including any necessary co-payments) for some therapies.

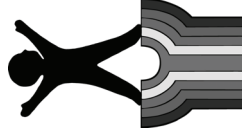


VENTURA COUNTY EARLY START



Program for Infants and Toddlers (from birth up to 36 months) and their families

COULD YOUR BABY BENEFIT FROM EARLY INTERVENTION SERVICES?



Services available to the infant and family are coordinated in cooperation with community agencies, including the infant development programs, Children's Medical Services, intensive care nurseries, Tri-Counties Regional Center, Ventura County Special Education Local Plan Area, Behavioral Health and Public Health Departments. The project coordinates the skills of community professionals and works with the family in providing a comprehensive, individual plan for services.



YOUR BABY'S DEVELOPMENT

The age span at which children develop can vary among individuals. However, if you, your doctor, or another person is concerned about any of the areas listed below, you might want to consider a referral for Early Intervention Services.

Social - emotions, behavior with others

Self-Help - activities of daily living

Physical - vision, hearing and gross/fine motor

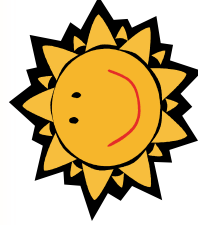
Communication - pre-speech, speech and language

Cognitive - thinking and problem-solving

To be eligible for Early Start, a child must have one of the following:

- Developmental Delays (or)
- A condition known to cause a developmental delay

**WE CAN HELP
YOU GET STARTED**



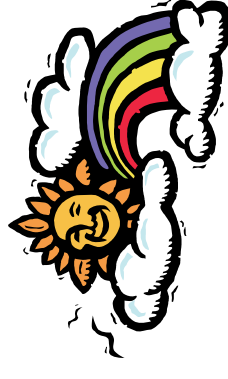
HOW TO MAKE A REFERRAL FOR EARLY INTERVENTION SERVICES... AND THEN WHAT?

YOUR FIRST CALL SHOULD BE TO:

If you live in Ventura County: Early Start Intake Representative, Tri-Countries Regional Center, at (805) 485-3177 ext 0, or at 1-800-664-3177.
www.tri-counties.org

If you live in North Los Angeles County: Early Start Intake Representative, North Los Angeles County Regional Center, at (818) 778-1900.

1. The Intake Representative will ask you some questions about your child, so it will be helpful to have family records at hand.
2. Within a few days, you will receive a letter indicating the name of the service coordinator who will be your contact person for the next 45 days. You may call this person at anytime if you have concerns.
3. Next, an appointment will be made for a visit in your home, or at another location as you choose.
4. The Service Coordinator & possibly another specialist will meet with you to discuss your concerns and priorities for your child. The Coordinator will also spend some time with your child to determine his/her strengths and needs. It will help the eligibility process to have your child's medical records and other documents available.
5. If your child is found eligible for Early Start services, all the possible services will be explained to you. You and your Service Coordinator will plan for your Individualized Family Service Plan (IFSP) Meeting - (who to invite, services to be considered, etc.). You will decide on a place and time to hold the IFSP.
6. If your child is eligible, within 45 days of your call, the IFSP Meeting will be held. We will work with you to develop a plan for services for your baby that fits your family's needs.
7. Services begin as soon as possible. Your Service Coordinator will be your main contact for updates and changes in your baby's program. If at any time you choose **not** to continue services, just let us know.
8. If your child is determined to be not eligible for Early Start services, you will receive written notice. The notice will include your rights to appeal the decision.





FUENTE DE REFERENCIA PRIMARIA

Recurso Principal de Referencia:

Nombre: _____
 Agencia: _____
 Teléfono: (____) _____
 Nombre del Infante: _____
 Fecha de Nacimiento: _____
 Padres: _____
 Domicilio de Residencia: _____
 Ciudad y Código: _____
 Teléfono: (____) _____

Mi firma debajo indica que el folleto, "¿PUEDE SU BEBE BENEFICIAR DE SERVICIOS DE INTERVENCIÓN TEMPRANA?" me fue dado a mí y explicado por la persona mencionada arriba.

(Marque Uno).

- Yo llamare inmediatamente para una referencia.
- Me gustaría que la persona mencionada arriba me haga la llamada de referencia. Mi firma autoriza para que la persona provee información acerca de mi niño(a) al Programa Comienzo Temprano del Condado de Ventura.
- No quiero hacer una referencia por el momento, pero comprendo que puedo llamar a cualquier hora.

Firma: _____ (padres)

Fecha: _____

Recurso Principal de Referencia se queda con esta porción.



REGISTRO DE PADRES

Nombre de la persona que le dic este folleto:

Agencia: _____

Teléfono: _____

Fecha: _____

Mi decisión:

- Llamar inmediatamente para una referencia.
- La persona mencionada arriba me hará la llamada.
- No quiero hacer una referencia por el momento, pero comprendo que puedo llamar a cualquier hora.

Ya sea que quiera o no una referencia, si usted le gustaría hablar con otro padre de un niño(a) con necesidades especiales, llame a Rainbow Connection (Conexión de Rainbow) al 1-800-332-3679 o al (805) 485-9892.

Si tiene preguntas o dudas acerca del Programa del Comienzo Temprano llame al (805) 485-3177 Ext. 0. Reuniones trimestrales de comunicación sobre el Comienzo Temprano: Grupo de Coordinación de Interagencia Local c/ o El Condado de Ventura SELPA, 5100 Adolfo Road, Camarillo, CA 93012, (805) 437-1560

Este programa está bajo mandato por:

Acta Educativa para Individuos con Deshabilidades (IDEA) - PL-108-446.



SERVICIOS

Los tipos de servicios que pueden ser apropiados puede incluir, pero no están limitados a:

Servicios para Infantes

- Intervención de desarrollo
- Evaluación de audición y vista
- Desarrollo de habla y lenguaje
- Terapia física e ocupacional
- Consultas de comportamiento
- Desarrollo de motores orales
- Servicios de grupos
- Servicios de programas-en-el-hogar

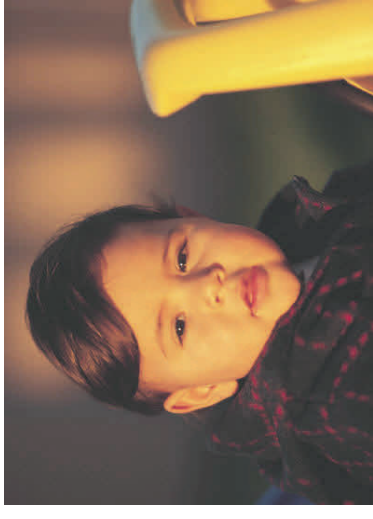
Servicios para la Familia

- Apoyo paternal y consejería
- Asistencia con referencias a otros servicios sociales
- Asistencia para entrar a Programas Educativos Apropriados a la edad de 3 años.

Las familias que tienen seguro médico se les puede requerir que utilicen sus beneficios (incluidos los pagos necesarios) para algunas terapias.

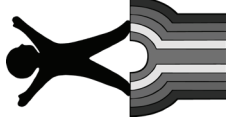


PROGRAMA COMIENZO TEMPRANO DEL CONDADO DE VENTURA



Un Programa para Infantes y Niños (nacimiento hasta los tres años) y sus Familias

¿PUEDE SU NIÑO BENEFICIAR DE SERVICIOS DE INTERVENCIÓN TEMPRANA?



Los servicios que están disponibles para el infante y su familia son coordinados en cooperación con agencias de la comunidad, incluyendo los programas del desarrollo infantil, Servicios Médicos de Niños, enfermería de cuidado intensivo, Centro Regional de los Tres Condados, Área del Plan Local del Condado de Ventura, Salud Mental, y Departamentos de Salud Pública. El Proyecto coordina las habilidades de los profesionales de la comunidad y trabaja con la familia para proveer un plan de servicios comprensivos e individual.



COMO HACER UNA REFERENCIA PARA LOS SERVICIOS DEL COMIENZO TEMPRANO... Y LUEGO QUE?

SU PRIMERA LLAMADA DEBE SER:

Si vive en el condado de Ventura: Al Representante que toma los documentos para el Comienzo Temprano del Condado de Ventura, El Centro Regional de los Tres Condados, al (805) 485-9892, o al 1-800-664-3177. www.tri-counties.org

Si vive en el condado de Los Angeles: Al Representante que toma los documentos para el Comienzo Temprano, Centro Regional del Condado de Los Angeles, al (818) 778-1900.

1. El/la representante le preguntará algunas preguntas sobre su hijo/a, por eso es muy importante tener la información de la familia a mano.
2. Dentro de algunos días, usted recibirá una carta indicando el nombre de su Coordinador(a) de Servicios quien será su contacto para los 45 días que sigue. Usted puede comunicarse con esta persona a la hora que sea si tiene alguna pregunta.
3. A continuación, se hará una cita en su hogar o en algún otro lugar, como usted decida.
4. El Coordinador(a) de Servicios y posiblemente otro (a) especialista se reunirá con usted para discutir sus preocupaciones y prioridades de su hijo(a). El Coordinador(a) de Servicios también tomará tiempo con su hijo(a) para determinar sus habilidades y necesidades. Ayudará el proceso de elegibilidad si tiene los expedientes médicos de su hijo(a) y otros documentos disponibles.
5. Si su hijo(a) se encuentra elegible para servicios del Comienzo Temprano, se le explicará los

La edad del cual su niño(a) se desarrolle puede variar entre individuos de la misma edad. Sin embargo, si usted, o su doctor, u otra persona este preocupado sobre algunas de las áreas descritas abajo, quizá usted quiera considerar hacer una referencia a los Servicios de la Intervención Temprana.

Social - Emociones, comportamiento

Ayuda Propia - Actividades de la vida diaria

Físico - Visión, audición y motricidad gruesa/ fina

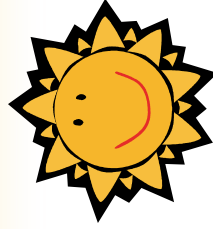
Comunicación - Habla, habla y lenguaje

Cognitivo - El pensar y poder resolver problemas

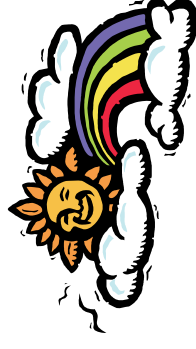
Para ser elegible para el Comienzo Temprano, un niño debe tener uno de los siguientes:

- Retrasos en el desarrollo (o)
- Una condición conocida que causa un retraso en el desarrollo

PODEMOS AYUDARLE A EMPEZAR



- servicios disponibles. Usted y su Coordinador(a) de Servicios planificarán su reunión del Plan de Servicios Familiar Individualizado (IFSP) - (a quien invitar, los servicios que podría considerar, etc.)
- Usted decidirá el lugar y la hora para tener su IFSP.
- Si su hijo(a) se encuentra elegible, dentro de 45 días de su llamada, la reunión de su IFSP se llevará a cabo. Trabajaremos con usted para desarrollar un plan de servicios para su bebe basándose a las necesidades de su familia.
- Los servicios empiezan lo más pronto posible. Su Coordinador(a) de Servicios será su contacto principal para estar al tanto de lo que este pasando y para cualquier cambio que haga en su programa. Si en cualquier momento usted escoge no continuar con los servicios, lo único que tiene que hacer es avisarnos.
- Si se determina que su hijo(a) no es elegible para servicios del Comienzo Temprano, recibirá un aviso pro escrito. El aviso incluirá sus derechos de apelar la decisión.



Community Advisory Committee (CAC)

A PARENT GUIDE TO SPECIAL EDUCATION 2015



Mary E. Samples, Assistant Superintendent, msamples@vcoe.org

Regina Reed, Director of Personnel Development, rreed@vcoe.org

Joanna Della Gatta, Director of Technical Support and Transition, jdellagatta@vcoe.org

Ventura County SELPA
5100 Adolfo Road, Camarillo, CA 93012
(805) 437-1560 - Fax (805) 437-1599

Website: www.venturacountyselpa.com

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Comité Asesor Comunitario (CAC)

Guía de Educación Especial
Para los Padres
2015



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Joanna Della Gatta, Directora de Apoyo Técnico y Transición, jdellagatta@vcoe.org*

SELPA del condado de Ventura
5100 Adolfo Rd., Camarillo, CA 93011
(805) 437-1560 - Fax (805) 437-1599

Sitio Web: www.venturacountyselpa.com

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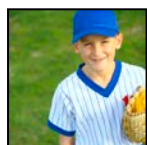
VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)

Área del Plan Local de Educación Especial del Condado de Ventura (SELPA)

COMMUNITY ADVISORY COMMITTEE

Comité Consejero Para La Comunidad

Community Resource Directory



**Directorio de Recursos
para La Comunidad**



2015



**PROGRAMS AND SERVICES FOR FAMILIES OF STUDENTS
ENROLLED IN SPECIAL EDUCATION**

*Programas y Servicios Para Familias de
Estudiantes Matriculados en Educación Especial*

Ventura County SELPA, 5100 Adolfo Road, Camarillo, CA 93012
(805) 437-1560, Fax: (805) 437-1599, www.venturacountyselpa.com

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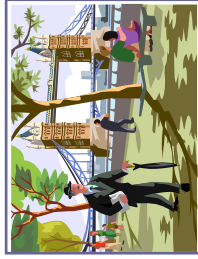
ADULT SERVICES RESOURCE DIRECTORY 2015

Ventura County Transition Project *Proyecto de Transición* *del condado de Ventura*

Programs and services for students in transition from Special Education Programs to Adult Life
Programas y servicios para estudiantes en transición de los programas de educación especial a vida adulta

Parents of students enrolled in Special Education Programs may obtain a free copy of this directory by calling:
Padres de estudiantes que están inscritos en programas de educación especial pueden obtener una copia gratuita de este directorio llamando al:

Ventura County SELPA at
(805) 437-1560

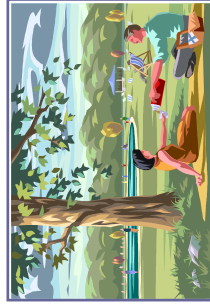


This document is available on the Ventura County SELPA website:

Este documento está disponible en el sitio electrónico:
www.venturacountyselpa.com/TransitiontoAdultLife/AdultServicesAgencies

For more information about transition to adult life for students with disabilities go to

Para más información sobre la transición a la vida de adulto para los estudiantes con discapacidades diríjase al
www.venturacountyselpa.com/TransitiontoAdultLife/AdultServicesAgencies



DIRECTORIO DE RECURSOS DE SERVICIOS PARA ADULTOS 2015

See Section 2 for Transition Fact Sheets which provide detailed information about specific transition services, organized in the same categories as this book.

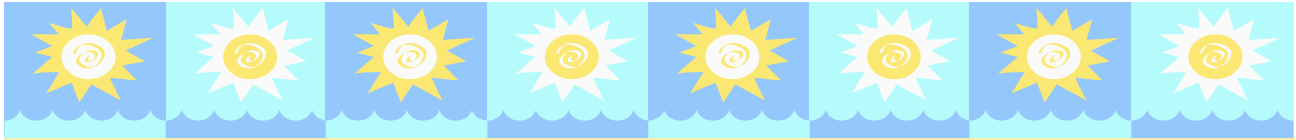
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Ventura County
Early Start Program

❖
Resource Packet



Community Resources
for Families of Young Children



Programa de Comienzo Temprano
del condado de Ventura

❖
Paquete de Recursos



Recursos Comunitarios
para Familiares de Pequeños



Ventura County SELPA contact:/Contacto para SELPA del Condado de Ventura:

Regina Reed,
Director of Personnel Development
Ventura County SELPA
(805) 437-1560 ♦ (805) 437-1599 fax
rreed@vcoe.org



VENTURA COUNTY
***Early Start* PROGRAM**

Dear Family,

Enclosed is a resource packet put together by the Early Start Program to help you find community programs for your child.

You will find local community resources, a list of community preschools, local school districts, and a developmental milestones checklist of what to expect at the different age levels.

We wish you and your child continued success in all future endeavors!

Please feel free to call any of the agencies listed in the packet for more information.

For more information about Early Start, contact:

Tri-Counties Regional Center at (805) 485-3177

Ventura County SELPA (805) 437-1560

California Department of Developmental Services (916) 654-1690

Thanks to staff at Rainbow Connection Family Resource Center for the 2007 updates!

Ventura County Special Education Local Plan Area
Community Advisory Committee (CAC)

**CONSTITUTION AND BYLAWS FOR VENTURA COUNTY SELPA
COMMUNITY ADVISORY COMMITTEE**

Article I ~ Name and Location

Section 1.01: The name of the organization shall be the ***Community Advisory Committee***.

Section 1.02: The location shall be within the Ventura County Special Education Local Plan Area (***SELPA***).

Article II ~ Purpose

Section 2.01: The purpose of the Committee shall be to represent broad interests in the community and to promote a maximum degree of interaction with the Departments of Special Education and the school districts.

Article III ~ Duties

Section 3.01: The Committee shall have the following duties:

1. Advise in the development and implementation of the Local Plan for Special Education.
2. Serve as a liaison between the community and the Operations Cabinet.
3. Make recommendations designed to raise the community consciousness and increase community acceptance of the differences in learning abilities in children and the need for educational and vocational provisions to accommodate these differences.
4. Encourage public involvement in forums where issues can be raised, suggestions for change and/or improvements can be discussed and recommendations for action can be made, with respect to planning and provision of special education programs and services in the Ventura County SELPA.
5. Participate in the review of the programs under the Local Plan for Special Education and make recommendation on annual priorities addressed under the Local Plan for Special Education.
6. Advise and participate in the development of parent training and program guidelines.
7. Have the opportunity to become familiar with all of the laws pertaining to special education.

8. Encourage the establishment of procedures to ensure public access to all written documentation related to the Ventura County Local Plan.

Article IV ~ Membership

Section 4.01: Membership shall include a rotation of the administrators of special education in the Operations Cabinet and the SELPA administrators as non-voting members, neither of whom may serve as officers; parents of students enrolled in public schools; representatives of private or public community agencies; school personnel; and individuals concerned with the interests of people with exceptional needs.

1. One half or more of the members shall be parents of students in the SELPA school districts.
2. At least a majority of such parents shall be parents of individuals with exceptional needs.

Section 4.02: The Committee shall consist of no less than 20 members.

Section 4.03: The term of office shall be for two years and shall be annually staggered so that no more than half of the members serve the first year of a term in any one year. There is no limit to the number of terms which may be served by an individual.

Section 4.04: Each district in the SELPA will appoint one member and an alternate who are parents of a student in special education. In cases where the district is unable to obtain a parent representative, the district shall appoint a representative, in order to be in compliance with California Education Code.

Section 4.05: The Operations Cabinet will recommend general and special educators to be members at large. School Districts will be asked to appoint these people per the procedure in *Section 4.06*.

Section 4.06: All district-appointed members shall be screened by the District Administrator of Special Education for eligibility and then presented to the respective School Board of Education for approval.

Section 4.07: Representatives from community agencies and organizations shall be appointed by their agency.

Section 4.08: Additional members representing private schools, persons with disabilities, parents of students without disabilities, and others at large will be approved by a majority vote of members at a regularly scheduled CAC meeting.

Section 4.09: Vacancies in membership will be filled within 60 days or as soon as possible by the process in *Section 4.04, 4.05, 4.06, 4.07, 4.08*.

Section 4.10: All appointed members or alternates shall have the right to vote. If both are in attendance, the appointed member shall vote.

Section 4.11: Appointment of members shall reflect the selection of representatives by their peers or by district/organization policy.

Article V ~ Meetings

Section 5.01: The Committee shall meet as frequently as deemed necessary but no less than quarterly each year.

Section 5.02: All meetings shall have prior public notice and be open to the public.

Section 5.03: All members shall receive written notification (can be electronic by member's choice) at least five working days in advance of regular Committee meetings.

Section 5.04: A quorum shall exist when one-third of the Committee members are present.

Section 5.05: The Chairperson shall not commit the Committee or its members to any action without a vote of the Committee. Any member may call for a roll call or ballot vote by motion, if seconded.

Section 5.06: Emergency meetings may be called provided each Committee member is personally contacted 72 hours in advance.

Section 5.07: Any member who misses two consecutive regular meetings or three regular meetings in the year without sending an alternate, as determined by the Chairperson, may be removed from the Committee upon majority vote.

Section 5.08: Every act or decision done or made by a majority of the members present at a meeting at which a quorum is present is the act of the Committee unless the Bylaws require a greater number.

Section 5.09: The Officer Nominating Subcommittee will develop a slate of officers in April of each year or one month prior to the election of officers. In addition, there will be provision for nominations from the floor. The slate of officers will be elected at the annual meeting in May or two months following a resignation. The officers will be elected by a plurality of the votes cast.

Section 5.10: The annual meeting of the Committee shall be for the purpose of electing Committee officers. It will be held in May of each year.

Article VI ~ Officers

Section 6.01: There shall be the following officers: **Chairperson, Vice-Chairperson, Secretary, Parliamentarian, Treasurer, Membership Secretary, and Public Information Officer.**

Section 6.02: The major duties of the officers are:

- ◆ ***Chairperson:*** Preside at all Committee meetings. Appoint chairpersons of subcommittees. Serve as Committee spokesperson to the school districts.
- ◆ ***Vice-Chairperson:*** Assist the Chairperson and, in his or her absence, serve as Chairperson.
- ◆ ***Secretary:*** Record minutes of all Committee meetings. Receive and transmit Committee correspondence and materials designated by the members. The SELPA staff will provide clerical services.

- ◆ **Parliamentarian:** To assist the Chairperson in keeping the meeting focused on the agenda and to follow parliamentary procedures and those required by the Brown Act.
- ◆ **Treasurer:** To work with SELPA staff in preparing a financial report to the Committee as needed.
- ◆ **Membership Secretary:** To assist Committee in filling all membership positions and to keep records of dates of approvals by school boards and terms.
- ◆ **Public Information Officer:** To maintain updated media list for committee. To assist with organization and dissemination to media of committee items of interest to the community. To serve as a member of the Public Information Committee.

Section 6.03: Any office may be shared by two persons with approval of the committee.

Section 6.04: The term of office shall be one year. No person shall serve more than two consecutive terms in one office.

Section 6.05: If less than one-half of a term remains when an officer resigns, the vacancy will be filled as per *Section 5.09*. If more than half a term remains when an officer resigns, the vacancy will be filled by a nomination from the floor, with voting to occur at the next regular meeting.

Article VII ~ Subcommittees

Section 7.01: There shall be *three types of subcommittees: standing subcommittees, ad hoc subcommittees, and an executive subcommittee*. The standing subcommittees shall be:

- (1) *Public Information Subcommittee;*
- (2) *Parent Education Subcommittee;*
- (3) *Local Plan Review Subcommittee; and*
- (4) *Officer Nominating Subcommittee.*

Section 7.02: The duties of the subcommittees shall be delegated by the Committee. Ad Hoc Committees shall be established on a yearly basis based on priorities established at the annual CAC retreat. The Executive Committee is comprised of the officers in Section 6.01 and will be convened as needed by the Chairperson.

Section 7.03: The Chairperson shall appoint all subcommittees. The subcommittee chairperson shall report committee activities to the CAC Chairperson.

Section 7.04: Subcommittees shall not take action without a meeting.

Article VIII ~ Membership

Section 8.01: These Bylaws shall become effective immediately on their adoption. Amendments to these Bylaws shall become effective immediately on their adoption, unless otherwise specified in the amendment.

Amendments

Section 8.02: These Bylaws, or any part of them, may be altered, amended or repealed by new Bylaws adopted by the vote of members present at any special or regular meeting at which a quorum is present, provided that written notice of such meeting of the intention to change the Bylaws is delivered to each member at least ten days prior to the date of such meeting, or by written consent of all members without a meeting. All amendments shall be submitted to the Committee in writing or electronically. Adoption of the amendment(s) shall require a two-thirds vote of **all** Committee members present at the meeting. Amendments must be in compliance with *California State Education Code and Administrative Code*.

VENTURA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA (*SELPA*)

**COMMUNITY ADVISORY
COMMITTEE
HANDBOOK**

A decorative floral graphic in a light green color, featuring a central stem with several leaves and heart-shaped flowers, positioned to the right of the main title text.

**VENTURA COUNTY
SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)**

**Community Advisory Committee
(CAC)**

**Executive Board Manual
2013**

Ventura County SELPA
5100 Adolfo Rd.
Camarillo, CA 93012
(805) 437-1560 ~ (805) 437-1599 Fax
www.venturacountyselpa.com





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Ventura County SELPA, Mary E. Samples, Assistant Superintendent
PUBLIC SERVICE ANNOUNCEMENT

The Ventura County Special Education Local Plan Area (SELPA) announces:

Name of Event: *Strategies from the Nonviolent Crisis Prevention & Intervention Training Program -A Workshop for Parents and Caregivers*

Date(s): February 2, 2013

Time: 8:00 a.m. – 3:00 p.m.

Location: 5100 Adolfo Road, Camarillo, CA 93012

Brief description: *This workshop will provide parents and caregivers of children with special needs and challenging behaviors an overview of strategies for addressing those behaviors. They will gain:*

- *Insight into behavior patterns of their children*
- *Ideas for intervening early as behaviors start to escalate*
- *Ways to keep everyone safe*

Cost: **FREE to Special Education Parents; \$10.00 for all others.**

Registration required? Yes

For further information, contact:

<http://www.venturacountyselpa.com/SELPAWorkshops/tabid/1802/Default.aspx> for

online registration or call (805) 437-1560 for a registration flyer.

- Ventura County STAR
- Tri-Counties Sentry – Attn: Community Calendar
- Camarillo Acorn
- Ventura County Reporter

The Community Advisory Committee fosters parent-professional collaboration to improve the special education system. It meets the first Monday of each month (Oct-June) at the SELPA office (address below). Call SELPA for meeting dates and times or look on the website.

Parents of Special Education Students...including "speech only," "resource," and "special class" kids...

There's lots of information & support available for you! –
www.venturacountyselpa.com – click on "Information for Families"

Annual Conferences and Forums of Interest to Families

- **Evidence-Based Practices for Autism Made Practical!**
(Children with Autism Preschool-Adult) – November 8, 2014, VCOE, Camarillo
- **Carpe Diem** (Students with Emotional Disturbance) – March 13, 2015, VCOE, Camarillo
- **Walking the Path Together** (Children with Special Needs 0-5) – April 25, 2015 – Garden Grove School, Simi Valley
- **Autism Services Panels**
October 29, 2014 – Tri-Counties Regional Center, Oxnard
February 25, 2015 – Tri-Counties Regional Center, Simi Valley

For a complete list of events, go to our website at:

<http://www.venturacountyselpa.com/SELPAWorkshops/tabid/1802/Default.aspx>

Information and Support Groups for Parents of Kids with Disabilities (call for dates & times)

- Area Board IX for Developmental Disabilities – (805) 648-0220 www.scdd.ca.gov
- Autism Society of Ventura County - (805) 496-1632 – www.autismventura.org
- Brain Injury Support Group (805) 482-1312 www.braininjurycenter.org
- Center 4 Special Needs (805) 379-1681 www.center4specialneeds.org
- Children & Adults with Attention Deficit Disorders: www.chadd.org
- PAUSE4Kids – www.pause4kids.com
- Rainbow Connection Family Resource Center – (805) 485-9643 www.tri-counties.org
- The K.E.N. Project – (818) 222-8118 www.kenproject.com
- United Parents for Families in Crisis – (805) 384-1555 www.unitedparents.org

The Ventura County SELPA does not officially endorse any of these groups, but provides as information only.

E-mail Announcements

Sign up to receive announcements of interest to families with special needs children directly to your e-mail. Go to our website and click on [Information for Families](#)

Resource Materials Free To Families (click on "Information for Families/Resources & Booklets for Parents")

Download any of these from our website or call for a free copy!

- ♦ 90 Ways to Help Students with ADHD
- ♦ A+ Access, Accommodations, and Acceptance "A Winning Grade"
- ♦ Are You Concerned About Your Child's Progress in School? (3-22 years old, English/Spanish)
- ♦ Autism...a Confusing Diagnosis! (English/Spanish)
- ♦ Bullying & the Child with Special Needs
- ♦ Community Resource Directories of Services for People with Special Needs (all English/Spanish) Booklets - by age group:
 - ◆ Young Children (0-5) ◆ School Age ◆ Adults
- ♦ Deaf & Hard of Hearing Program
- ♦ Do You Have a Special Education Dispute You'd Like to Solve?
- ♦ Epilepsy and Seizure Disorders
- ♦ Fact Sheet about Residential Care Options
- ♦ Family Fact Sheet - Sorting through services to help you help your child...Regional Center or Schools? (English/Spanish)
- ♦ Going to College...or Thinking About it?
- ♦ Guidelines for Special Education Interpreters
- ♦ Informational Brochure for Parents of Children with Autism Spectrum Disorders (ASD)
- ♦ My Child has Emotional & Behavioral Challenges...How can I find help?
- ♦ My child with special needs is going to middle school. How can we get ready?
- ♦ Parent Guide to Special Education
- ♦ Parent Guide to Transition Planning (English/Spanish)
- ♦ Parent/Adult Student Rights (English/Spanish)
- ♦ Private School Guidelines
- ♦ Procedural Safeguards Referral Services
- ♦ Recreational Activities/Resource Guide
- ♦ RtI² Parent Brochure
- ♦ Sensory Issues and Needs of Children in Early Start (English/Spanish)
- ♦ Transition Checklist for Parents
- ♦ Transition Resources for Diploma-Bound High School Students with Autism
- ♦ Transitioning to High School – A Guide for Parent of Special Education Students
- ♦ What Exactly is a SELPA and What Does it Do? (English/Spanish)
- ♦ What is Apraxia of Speech? A Guide for Parents of 3-5 year olds (English/Spanish)
- ♦ WorkAbility Brochure

Website Highlight for June --- School's out, how can I keep my child with special needs busy? [Recreational Activities/Resource Guide](#) -- Click on the "Information For Families" tab on the left side of the SELPA webpage. Scroll down to Resources and Booklets for Parents and click. "Ventura County Recreational Activities/Resource Guide" will appear. Click and download the guide. [Community Resource Directory 2014](#) --- Click on the "Publications A-Z" tab on the left side of the SELPA homepage. Scroll down to the "Community Resource Directory" and click. Recreation is on page 8.

CAC Announcements

We congratulate Fran Arner-Costello on her retirement and her 26 years of service to the Ventura County SELPA as Programs and Services Director. The Parents and Students in Resource and Special Education in all of our 21 school districts owe a debt of gratitude to Fran for her tireless efforts and outstanding record in attaining the opportunities for our children to succeed and excel in school and in life. We will miss you, Fran!

SELPA EVENTS – Check the SELPA Website “Workshops & Conferences” to see what’s coming up in the Fall.

The flyers for the events above are on our website under "Workshops & Conferences." Click on the date. Rainbow Connection Events - For ongoing Support Groups, Trainings & Activities go to: www.rainbowconnectionfc.weebly.com or call 805 485-9643 or 800 332-3679 ***Check their website for Summer Camps and their Recreation Guide by clicking on the Resources tab on the left side of the homepage.***

RECREATION EVENTS & PROGRAMS

June 7, 21 July 12, 26, August 9, 23 - 11:00-2:00 "Day at the Park" for Physically Challenged & Special Needs Children - Oxnard Beach Park, 1601 Harbor Blvd, Oxnard. Event is Free, parking is not free. For more information call (805) 385-8019

June 11, July 9, August 13 - 5:30-7:30 PM City Of Oxnard Fun Club ages 5-15. Social and recreational opportunities for children and teens with disabilities

June 18, July 16, August 20 - 5:30-7:30 PM Fun Club for ages 16 and older
Both clubs meet at the Wilson Senior Center, 350 N. "C" St., Oxnard

June 28/29 - Best Day Foundation's Best Day for ALL SPECIAL NEEDS Children ages 4-24. A Free, Safe, Fun Filled Day at the Beach trying Tandem Surfing, Bodyboarding, Kayaking and more. They provide wetsuits, floatation devices, etc. Lunch, goodie bags and Team Surf Medals are also provided. Surfers Point/C Street, Ventura. For more information and to register: www.bestdayfoundation.org/participate

The Conejo Recreation & Park District's Therapeutic Unit offers a wide variety of events and activities for Individuals with Special Needs from age 3 thru adult. [Summer Day Camp 5-13](#), [Summer Day Camp 15+](#), [Independent Living Skills Boot Camp](#) and [Summer Sensory Fun](#) are just a few low cost options available. Go to www.crpdp.org/therapeuticrecreation or call (805) 381-2739 for more information.

Pleasant Valley Recreation & Park District in Camarillo has the [I Can Shine Bike Camp](#) program in July. A Summer Luau and Fun in the Sun Dances in June and August are for Teens & Adults with Special Needs. See all these Adaptive programs at www.pvrpd.org. Click on the Recreation tab, scroll and click the Adaptive Programs or call (805) 482-1996 ext. 18.

The Rancho Simi Recreation & Park District provides a variety of Alternative Recreation activities specifically designed for Individuals with Special Needs in both Oak Park and Simi Valley. Trips to the Beach, Movies, Bowling, Dances and Cookouts are just some of lowcost or free programs they have planned for summer! Contact the new Alternative Recreation email at altrec@rsrpd.us or call (805) 584-4456

CONFERENCES

June 30 (PreConf) –July 1-3 (Conference) - The Association of People Supporting Employment (APSE) present The 25th Annual National Conference "Livin' the Dream...building the future for Employment First" Held at Hyatt Regency Hotel, Long Beach, CA

JULY 19 9:30-4:00 pm The HELP Group's 2014 ADVANCE LA -- A CONFERENCE FOR YOUNG ADULTS. For Teens and Young Adults with ASD, ADHD, learning differences and emotional Challenges. Held at American Jewish University, 15600 Mulholland Drive, Los Angeles, CA 90077. For more information go to www.advancela.org or contact Tamika DeCambra (818) 779-5198

Commendations - To nominate someone (Teacher, Student, Parent, Specialist) for "going above and beyond" in serving special education students and/or families, go to the SELPA website, click on "Information for Families" and look under CAC for an application. Look for the Official Commendation of Rebecca Caron in the September SpED-O-Gram

Ventura County Special Education Local Plan Area

Community Advisory Committee (CAC)

2011-2012 CAC BOARD

Cecilia Laufenberg
Agency Representative
Conejo Recreation & Park
District

Araceli Soto, Vice-Chair
Parent Representative
Oxnard School District

Laurie Jordan, Recording Secretary
Agency Representative
Rainbow Connection Family
Resource Center

Lorena Palacio, Membership Secretary
Parent Representative
Fillmore Unified School District

Daysi Ortiz, Treasurer
Parent Representative
Las Virgenes Unified School
District

Connie Estes, Parliamentarian
Parent Representative
Mupu School District

Kathy Speer, Public Information Officer
Parent Representative
Ojai Unified School District

SELPA STAFF

Mary E. Samples
Assistant Superintendent
Ventura County SELPA

Fran Arner-Costello
Director of Programs and
Services
Ventura County SELPA

September 2011

Dear Special Education Community Group:

The Ventura County SELPA Community Advisory Committee is once again offering the Training and Information for Parents Series (TIPS) informational workshops for parents of students in Special Education for booking by your school or parent group. Attached is a list of available topics. All workshops are FREE, although we encourage a donation from the group to sustain the program. Childcare will be provided free to families but must be requested at the time of booking.

Bookings will be accepted on a first come, first serve basis, and we reserve the right to limit the workshops to two per month. We will take requests for October and November 2011 and January, February, March, April and May 2012 at this time. We are available to present workshops in all areas of Ventura County, including the Las Virgenes Unified School District.

When requesting workshops please include the following information on the attached form (TIPS Reservation form) which is also available online through SELPAs website:

- Workshop Topic
- Name of sponsoring group
- Address of where the workshop will be held
- Date and time
- Presentation in English or Spanish
- Childcare – yes or no
- Name, phone number, and e-mail address of contact person

Call or e-mail requests to (e-mail is best):

West of Conejo Grade

Daysi Ortiz
daysiaime@msn.com
(818) 914-6412

East of Conejo Grade

Julie Kerns
propthing@yahoo.com
(818) 889-1037
(818) 597-1838 (fax)

We look forward to hearing from you soon.

Sincerely,

Julie Kerns
Chair, Parent Education Committee

Attachment

Mailing Address:

Ventura County SELPA, 5100 Adolfo Rd., Camarillo, CA 93012
(805) 437-1560 ☎ Fax: (805) 437-1599 ☎ website: www.venturacountysepa.com

VENTURA COUNTY SELPA
TRAINING AND INFORMATION FOR PARENTS SERIES (TIPS)
RESERVATION FORM

Group Name: _____

Contact Person: _____

Phone – Day: _____ Eve: _____

Email: _____

Name of topic you are requesting (use a separate form for each topic requested):

English: _____ Spanish: _____

Place: _____

Dates: _____ (1st choice)

_____ (2nd choice)

Time: _____ (all workshops are 1 ½ hrs.)

Does your group focus on a specific disability, age group, or issue? If so, please note: _____

Will you require childcare provided by SELPA staff? Yes No
 Group donation of \$75.00: Yes (SELPA will invoice) No

Return this form to:

West of Conejo Grade

Daysi Ortiz
daysiaime@msn.com
 (818) 914-6412

East of Conejo Grade

Julie Kerns
propthing@yahoo.com
 (818) 889-1037
 (818) 597-1838 (fax)

Ventura County SELPA, Mary E. Samples, Assistant Superintendent
and the Ventura County SELPA Community Advisory Committee

Present...

"TIPS" - Training & Information for Parents
AVAILABLE TOPICS
for Families of Students in Special Education
2012-2013

1. **"After the IEP: Tips and Strategies for Following-up on Your Child's Special Education Program"** – A panel of parents will share ideas that have worked for them in communicating with school staff to monitor their child's progress. All ages. All disabilities.
2. **"Assistive Technology – From High to Low Tech"** – An overview of assistive technology and ways it can be used to help students to do better in school. All grade levels, all disabilities.
3. **"California Content Standards and Statewide Testing for Special Education Students"** – This presentation will present rationale and strategies for presenting age appropriate core curriculum standards to special education students. K-12, Mild/Moderate disabilities. Presentation will include information on the California Modified Assessment (CMA).
4. **"College Options for the Student with Learning Disabilities"** – Information on programs and the admission process for students with learning disabilities at 4 year colleges and universities, two year community colleges, and community colleges with specialized vocational courses. Secondary. Mild disabilities.
5. **"Curricular and Instructional Modifications for Special Education Students in General Education Settings"** – Ideas for writing a plan to support your child in general education, which is based on his/her learning needs, and tips for assisting with follow through. All ages, Mild disabilities.
6. **"Helping Your Child With Fine Motor Skills"** – Ideas for helping your child to better use his/her hands for tasks such as handwriting and daily living skills. Preschool through Elementary grade levels. All disabilities.
7. **"Helping Your Child with Language and Communication"** – Strategies for encouraging your child at home with language and communication. Preschool through elementary. All disabilities.
8. **"Helping Your Child with Reading"** – Ideas to use at home to support better decoding and comprehension skills. Elementary grade levels. Mild disabilities.
9. **"Helping Your Child with Sensory Issues"** – A fun experiential workshop to help parents understand some of the sensory issues our children face. Also available in Spanish.
10. **"Helping Your Elementary Aged Child with Homework"** – Tips and ideas for supporting your child in getting homework done without upsetting the whole family. Elementary grade level. Mild disabilities.
11. **"IEP: Your Child's Plan for Success"** – An overview of Special Education laws and the IEP process with tips for parents for better participation. All ages and disabilities. Also available in Spanish.
12. **"Parent/Professional Communication Styles"** – An interactive workshop that gives ideas for communication between parents and professionals that promotes positive collaborative working relationships. All ages and disabilities.

Also available in [Spanish](#).

-
13. **“Positive Behavior Support: Skills for Life”** - Strategies for looking at your child’s undesired behaviors and developing a plan for teaching him/her to get their needs met in more positive ways. All ages and disabilities. Also available in [Spanish](#).
-
14. **“Social Skills Strategies for Students with Mild Disabilities”** - Ideas to help your child with mild language, emotional or learning disabilities interact better in social situations. All grade levels. Mild disabilities. Also available in [Spanish](#).
-
15. **“Supporting Your Child With Attention Deficit/Hyperactivity Disorder”** - Ideas for supporting your child with AD/HD at home while maintaining sanity for the family. All ages with AD/HD. Also available in [Spanish](#).
-
16. **“Teens & Hormones”** - A middle school special education teacher will discuss appropriate social sexual behavior for adolescents with developmental disabilities, and sorting out “private vs. public” behavior. Elementary/Middle School – Severe Disabilities.
-
17. **“Transition Services in the IEP”** - The process for planning for transition to adult life will be presented. Please let us know what your target population is.
-
18. **“Writing Social Stories”** - An overview of Social Stories, a strategy for working with children who have difficulties negotiating social situations. Also available in Spanish.
-
19. **“A Journey Through the 2008 Parent Guide to Special Education”** - An interactive, hands-on workshop for participants to “experience” the new Parent Guide. A free copy of the Guide will be given to all attendees.
-
20. **“Accessing Your Insurance under the Mental Health Parity Act”** - Information on your rights under the act and strategies for working with your insurance company to access services for children with autism/PDD, schizophrenia, bipolar disorder, anorexia, and other disabilities.
-
21. **“My Child is ‘Cutting’ his or herself - What now?”** - Understanding and responding to students who self-mutilate.
-
22. **“Avoiding Physical Confrontations”** - Training for Parents on verbal de-escalation strategies.
-

Autism Topics

-
23. **“Overview of Autism”** - An overview of autism spectrum disorders and how they may affect our children.
-
24. **“Latest Research and Trends”** - The regional center psychologist will explore the latest in autism intervention.
-
25. **“Community Inclusion”** - Ideas and strategies for including our children with autism in community activities.
-

Ventura County Special Education Local Plan Area
- SELPA -

**LOCAL PLAN GUIDELINES & PROCEDURES FOR
SPECIAL EDUCATION
2015**



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- SECTION 2 – SELPA-WIDE SERVICE DELIVERY
- SECTION 3 – INDIVIDUAL STUDENT PLANNING
- SECTION 4 – FREE APPROPRIATE PUBLIC EDUCATION
- SECTION 5 – ALTERNATIVE PLACEMENT
- SECTION 6 – BEHAVIOR INTERFERING WITH LEARNING
- SECTION 7 – EARLY CHILDHOOD
- SECTION 8 – PROGRAM AND PERSONNEL DEVELOPMENT AND REVIEW
- SECTION 9 – BUDGET
- SECTION 10 – PARENT INVOLVEMENT
- SECTION 11 – TRANSITION TO ADULT LIFE**

This is one section of an eleven-part document. Visit our website below or call the SELPA to request copies of other sections. **Highlighted sections are Local Plan Policy.**

Ventura County SELPA
5100 Adolfo Rd.
Camarillo, CA 93012
(805) 437-1560 (805) 437-1599 – fax
www.venturacountyselpa.com

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 - B. Ventura County Transition Project Overview
 - C. Adult Services Resource Directory
 - D. A Parent's Guide to Planning for Transition to Adult Life Brochure
 - E. Teacher Portfolio Guide
 - F. Going to College...or Thinking About It?
 - G. Transition Resources for Diploma-Bound Students with Autism
 - H. Transition Fair Flyer (English/Spanish)
 - I. Transition Networking Team (TNT)
 - J. WorkAbility Brochure
 - K. WorkAbility 1 Program Guidelines
 - L. Worked-Based Learning for Special Education Students Handbook
 - M. Intra-SELPA Chart for Programs for 18-22 year olds with Moderate/Severe Disabilities (without a diploma)
 - N. Training and Education for Adults with Moderate/Severe Disabilities (TEAMS) Resource Guide

I. Transition Process

The Ventura County SELPA is committed to a process of planning that ensures a smooth transition for students from public school to desired post-school outcomes. These outcomes are based on the dreams and aspirations of the student and are determined through an ongoing process of exploration and discussion with the student. Planning for transition will occur at each IEP meeting for students age 15 and older (or younger if appropriate). Case Managers, teachers and families will work with the student to assist him or her in articulating goals for the future. The goals are recorded at the IEP meeting. *These goals form the basis for development of the course of study, transition activities, and annual goals related to transition.* **(See Appendix 11-A for the Transition to Adult Life pages of the IEP and instructions)**

The Ventura County SELPA maintains active working relationships with many other community agencies involved with the support and placement of adults with disabilities. The Ventura County Transition Project convenes school and agency representatives in a regular meeting to discuss issues of transition and ways to improve the process for our students. **(See Appendix 11-B for an overview of the Ventura County Transition Project)** The SELPA Community Advisory Committee is one of the agencies which is represented in the Transition Project.

The Ventura County Transition Project has developed numerous resources for use in helping families, staff and students with the transition process. These include:

- *The Adult Services Resource Directory (Appendix 11-C)*
- *A Parent's Guide to Planning for Transition to Adult Life Brochure (Appendix 11-D)*
- *Transition Portfolio Guide (Appendix 11-E)*
- *Going to College...or Thinking About it (Appendix 11-F)*
- *Transition Resources for Diploma-Bound Students with Autism (Appendix 11-G)*
- *Family Video*
- *Training and Education for Adults with Moderate/Severe Disabilities (TEAMS) Handbook (See Section 5-IV)*

The Ventura County Transition Project sponsors a Transition Fair each year. This fair is for students and their families and gives an overview of the transition planning process and available resources. All of the publicly-funded adult service agencies are invited, as well as private organizations. These agencies bring materials and talk individually with families and students. **(Appendix 11-H - "Transition Fair" flyer)**

The Ventura County SELPA is a key player in the Ventura County Transition Project. The SELPA Director of Technical Support and Transition facilitates and attends all Interagency Transition Coordinating Council (ITCC) meetings, takes minutes, and disseminates agendas and minutes of the meetings. The SELPA maintains the *Adult Services Resource Directory* on the SELPA website. The SELPA prints all of the Adult Service Fair flyers, and other materials.

The SELPA also convenes the Transition Networking Team (TNT) **(Appendix 11-I Sample TNT flyer)**. The TNT is made up of a "lead" from each high school and postsecondary school in the SELPA, who get together to share ideas and best practices about transition several times per year. These representatives are expected to share back with their colleagues and serve as a resource for leadership on transition at the

site. In addition, as a personnel development function, the SELPA maintains a mailing list of all secondary Special Education teachers, disseminating information and materials on transition to these staff on a regular basis.

II. WorkAbility I Program

The Ventura County SELPA facilitates a WorkAbility I Program for students with IEPs to gain career exploration and development skills, as well as on-the-job training. The SELPA is currently funded to serve approximately 1,000 Special Education students through WorkAbility I in these districts:

- Oak Park Unified School District
- Ventura Unified School District
- Ojai Unified School District
- Oxnard Union High School District
- Ventura County Office of Education Court and Community Schools
- Ventura County Office of Education Special Education Department
- Fillmore Unified School District
- Santa Paula Unified School District
- Moorpark Unified School District
- Simi Valley Unified School District
- Local NPSs and Charter Schools

The Las Virgenes and Conejo Valley Unified School Districts do not participate in the SELPA WorkAbility I Program, as they are separately funded.

(See Appendices 11-J WorkAbility Brochure and 11-K WorkAbility I Program Guidelines)

The SELPA provides leadership to school sites in adhering to Department of Labor requirements for student Try-Out work placements. See **Appendix 11-L Work-Based Learning for Special Education Students Handbook**.

III. Transition Partnership Project (TPP)

TPP is a jointly funded project with the Department of Rehabilitation and the local school district to provide employability skills training, job placement and follow-up. The SELPA has no official role in establishing TPPs, but several school districts have developed their own including: Las Virgenes Unified, Ventura Unified and Oxnard Union High School Districts.

IV. Training and Education for Adults with Moderate/Severe Disabilities (TEAMS)

The SELPA promotes programs for Special Education students with Moderate/Severe disabilities 18- 22 years old who do not obtain a diploma, and for whom the IEP team determines that additional years of public school are important in achieving the transition outcomes. Districts serve students in these programs according to the Intra-SELPA chart. **(Appendix 11-M).**

These programs are designed for students who have completed the high school course of study and activities available in the high school years. The programs focus on increased independence in self-care, community access and vocational skills. The TEAMS Handbook outlines the curricular options available in these programs. **[Appendix IV – N Training and Education for Adults with Moderate/Severe Disabilities (TEAMS) Resource Guide].**



**SECTION 11
TRANSITION
APPENDICES A-N**

TRANSITION TO ADULT LIFE
 (This page must be completed no later than the student's 16th birthday and every year thereafter.)
Ventura County SELPA IEP

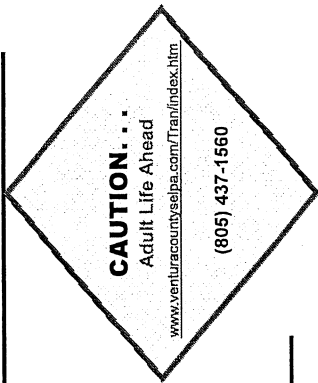
Student Name _____ D.O.B. _____ Meeting Date _____
 Student was invited to IEP meeting. *If student was not present at the IEP meeting, note how his/her input was obtained:*
 Conference Interview Other: _____

Age appropriate Transition Assessments (must be done prior to age 16 – update annually as appropriate):

Career Interest tool: _____ Date: _____
Use results along with skills/aptitude tools below to assist in determining preferences and interests.

Skills/Aptitude tool: _____ Date: _____
Use results to determine needs related to transition goals.

Other: _____ Date: _____



Based on preferences and interests, the student has identified the following Outcomes for Adult Life (after leaving high school or postsecondary program): There must be Outcomes in the first two areas with a related Annual Goal for each. If appropriate, address Independent Living and develop an Annual Goal.

- Training/Education** (i.e., technical school, college) Within _____ years of exiting school, will _____
 See Annual Goal # _____ to address needs related to the above Outcome.
- Employment** (supported or independent) Within _____ years of exiting school, will be employed in _____
 See Annual Goal # _____ to address needs related to the above Outcome.
- Independent Living** Within _____ years of exiting school, will _____
 See Annual Goal # _____ to address needs related to the above Outcome.

Outcomes above were updated for this IEP based on new assessment and/or student interview.

Transition services that will reasonably enable student to meet the above Outcomes: *There must be at least one service to address each of the Outcomes noted above. Services may include development of employment and other post-school adult living objectives, instruction, community experiences, related services, daily living skills, or functional vocational evaluation.*

Services	Activities	Location	Frequency	Minutes	Provider

Additional Related Services to support attainment of the above Outcomes are on the Student Information and Services page.

Notice of Transfer of Rights

Family/student were informed that all rights will be/were transferred to the student at age 18. See *Adult Student Rights*.

TRANSITIONING FROM PUBLIC SCHOOL TO ADULT AGENCIES
 (This page must be completed no later than the student's 16th birthday and every year thereafter.)

Student Name _____ D.O.B. _____ Meeting Date _____

GRADUATION/EXIT CONSIDERATIONS

- Diploma
 Certificate of Achievement/Completion
 Diploma with EC60852.3 Exemption (seniors only)
 Other _____

Note: Graduation from high school with a regular diploma is a change of placement that ends the district's obligation to provide a Free Appropriate Public Education (CFR 300.102(a)(3)(1)).

Plans for continued participation in public school after gr. 12: _____ Anticipated date of exit from public school: _____

LINKING TO ADULT AGENCIES SERVING PEOPLE WITH DISABILITIES

Adult Agency currently serving: _____ Contact name: _____

Contact email: _____ Contact phone: _____

Adult Agency representative(s) invited to this IEP (Check one):

- N/A – Reason: Too early to determine or unlikely to need outside agency involvement for transition.
 Parent/Adult Student did not give permission to invite agency.
 No – Reason: A participating agency is likely to provide/pay for transition services & parent gave consent to invite them to the IEP, but an invitation was not sent.
 Yes – Enter agency information below:

Agency	In attendance	If not in attendance, note how agency input was obtained:	For next IEP:	
			Invite	Literature

Adult Agencies which may provide/assist with transition services in the future:

Name	Service(s)	For next IEP:	
		Invite	Literature

Referral(s) to be made to:	By date

Note: Transition Fairs are offered annually by the Ventura County SELPA to provide information for students and families about services for young adults with disabilities. For more information go to www.VenturaCountySELPA.com under Transition to Adult Life or contact your student's Case Manager

Transition to Adult Life Pages

These pages must be completed for all students with IEPs who will be 16 years old or older by the next IEP and must be reviewed annually thereafter. They should be addressed prior to the development of Annual Goals.

If transition will be discussed at the IEP meeting, the student must be invited to attend the meeting and be allowed to participate even if his/her parents prefer otherwise. See Pre-IEP Section for options of forms to be used to invite student to the meeting.

1. Transition to Adult Life Form

- a. Check box to indicate student was invited. (The student must always be invited.) If the student is not present at the meeting, note how his/her input was obtained. If you use the Transition Counseling Worksheet you may use the last page, Student Input to the Transition Portion of the IEP form, to help structure the student's input. This would be marked as an Interview. (See Tools/Added Forms/Transition in SIRAS or on the SELPA website www.venturacountyselpa.com under Transition to Adult/Resources for Teachers/Publications.) Encourage student to bring his/her Transition Portfolio to the meeting. (See *A Teacher's Guide for Transition Portfolios* on the SELPA website under Transition to Adult/Resources for Teachers/Publications.)
- b. Age Appropriate Transition Assessments – Prior to the first IEP at which Transition to Adult Life will be discussed, every student must have at least two assessments; a Career Interest assessment and a Skills/Aptitude assessment. These assessments will help the student identify possible career interests and assist in matching those interests with his/her skills and abilities. These assessments should be updated or new ones given yearly as needed and the results used in developing the post-school Outcomes in the next section. There are many resources for Career Interests and Career Skills/Aptitudes assessments on the SELPA website www.venturacountyselpa.com under Transition to Adult/Resources for Students.

The SCANS assessment is a Career Aptitude Assessment available on the SELPA website www.venturacountyselpa.com under Transition to Adult/Resources for Students /Career Skills & Aptitudes Assessments/Publications. There are two versions; "N" for student with non-severe disabilities and "S" for those with severe disabilities.

The *SELPA Situational Assessment* and *Family Interview* process are tools which can be used for recording and evaluating vocational experiences of students with moderate/severe disabilities. They are located on the SELPA website under Transition to Adult/Career Interests/Publications.

Other assessments can include any instrument that helps the student identify Outcomes related to transition. These may include checklists, online surveys and/or commercially available assessment tools in the areas of independent living, training, education, and self-advocacy. Visit the SELPA website and click on Transition to Adult/Resources for Students for a variety of assessment tools in these other categories.



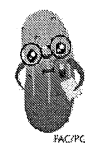
Record the name of each instrument used and the date it was given on the lines provided. See *Transition Assessment Menus* under Tools/Added Forms/Menu Options/Transition Assessment Menus for a list of assessments currently listed in the SIRAS IEP program. Any other assessments given may be entered by clicking directly into the field and typing rather than selecting from the menu.

- c. Post-school Outcomes – Based on preferences and interests, the Student has identified the following Outcomes for Adult Life (after leaving high school or postsecondary program) – must indicate the Outcomes the student plans to achieve *after* leaving public school.

There are three elements to this section. There **must be Outcomes listed for both Training/Education and Employment**. There should be an Outcome listed for Independent Living if the student has needs in this area. If not, indicate “not applicable”. For each area where there is a desired Outcome, work with the student to identify the projected number of years after exiting school in which that outcome will be reached. See *Transition Outcomes Menus* under Tools/Added Forms/Menu Options/Transition Options Menus for possible options in each area.

- 1) **Education/Training** – Note on the line provided the student’s preference for attending a vocational or certificate training program, college, community college or adult education. If the student is “undecided,” a goal for further exploration must be written. For students with very severe disabilities, options may include participation in an adult day or work training program, or simply to participate in home activities. There **must be an Annual Goal** written to address the student’s desired Outcome in this area. Be sure to check the box and indicate the number of at least one Annual Goal that addresses this Outcome.
- 2) **Employment** – Note on the line the particular career cluster of interest. All students must have an Employment Outcome. That Outcome should have been identified through Career Interest assessments and Career Skills/Aptitudes assessments given prior to the development of the IEP. There **must be an Annual Goal** written to address the student’s desired Outcome in Employment. Be sure to check the box and indicate the number of at least one Annual Goal that addresses this Outcome.

If the student has a career interest that the IEP team feels is unrealistic, note the interest anyway, but consider a goal for further awareness and exploration. If the student has identified several employment interests or is unsure, note at least one of the interests from the assessment and consider a goal for further career exploration activities. For students with severe disabilities you may indicate supported employment or volunteer work as an Outcome. For those with very severe disabilities, you may indicate “participate in home activities.”



- 3) **Independent Living** – This area must be addressed if the student has needs related to Independent Living, if not, put Not applicable. Describe the student's preferred independent living outcome on the line provided. If you put an Outcome in this section, you must also write an Annual Goal.

Annual Goals could include such things as renting an apartment, getting a driver license, developing a monthly budget, accessing the community and social/recreational opportunities and skills. They could also include other independent living goals such as doing own laundry, shopping independently, accessing the community and social/recreational goals. Students with severe disabilities will typically have more goals in this area. Be sure to check the box and indicate one of the Annual Goal numbers that addresses this Outcome.

Remember to check the box to indicate that Outcomes were updated based on a new assessment and/or student interview.

- d. **Transition Services** - In this section, you will need to indicate the services that will be provided to address each annual goal, the activity the student will participate or engage in, the location of the activity and who will provide the service. **Every Transition Outcome must have at least one correlated Transition Service.** See *Transition Services and Activities Menus* under Tools/Added Forms/Menu Options for a list of services and possible correlating activities.

1) CASEMIS allows the following Transition Services:

- College Awareness
- Vocational Assessment/Guidance
- Career Awareness
- Work Experience
- Agency Linkages
- Travel Training
- Other Transition Services

2) **Activities** – There is a list of suggested activities that correspond with each Transition Service (See *Transition Services and Activities Menus.*) or you may put in your own activities by clicking directly into the field.

3) **Location Frequency, Minutes and Provider** - These are CASEMIS items so you will find prompts in the pull-down menu that cannot be changed for all of these except minutes. Enter the total minutes for the frequency selected just as you do on the SIS page.

4) If there is a transition service needed that is not provided by the list above, indicate "Other Transition Services" and specify.



- 5) If the student is a WorkAbility participant, "WorkAbility" may be noted as the provider of any services that will be provided by the WorkAbility staff person, only with their advanced approval. (Be sure to check with them first.)
- 6) If there are Related Services other than the transition services that will be addressing transition Outcomes and goals (e.g. speech-language therapy or counseling), check the "Additional Related Services" box to indicate that those services are listed on the Student Information and Services page.

e. Transfer of Rights

Check the box to indicate that family/student were informed that all rights under special education law will transfer/were transferred to him/her upon reaching the age of 18 – must be done no later than the student's 17th birthday. The parent or adult student will also initial on the Agreement and Attendance page that they were informed. There is a Notice that is sent to both the student and parent on the student's 18th birthday. (See Notice of Age of Majority under Other Forms on the IEP Manager or on the SELPA website under Transition to Adult/Information for Families.)

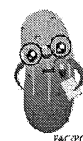
f. Annual Goals for Transition

Annual goals for transition must support the attainment of the student's desired post-school Outcomes and his/her skills and abilities. There must be annual goals for the areas of Education/Training and Employment and also annual goals for Independent Living if an Outcome(s) is/are noted in that area.

For every post-school Outcome, the IEP team and the student should discuss any barriers that might hinder the student from achieving the desired outcome. These barriers should be noted as a part of the "Reason for goal" on the Annual Goals page. List Transition and the specific area as the Area of Need (e.g. Transition/Employment).

In the Goals Developer in SIRAS, the Transition domain is divided into the categories of Education, Employment, and Training. Goals for Independent Living can be found in the Self-Help/Domestic, Community Access, and Recreation/Leisure sections of the Goals Wizard. Both the "Diploma-Bound Students with Autism" and "TEAMS" books are correlated with the goals.

Goals in the Employment category of the Goals Wizard have been correlated with outcomes that may be derived from the SCANS assessment. All students participating in the WorkAbility Program should have at least one goal reflecting attainment of SCANS skills.



Some Transition goals will address areas that the IEP will already be addressing including academics, social/emotional, daily living skills, etc. In these cases, note Transition and the Outcome area (Education/Training, Employment or Independent Living) as *well* as the area from the Present Levels page.

The annual goals for Transition are written using all the requirements of a regular goal. It is the Special Education Case Manager's responsibility to report progress on these goals at the same time s/he is reporting progress on all other goals, even if there are also other people listed as the Responsible Discipline (including student and parents).

Some transition goals will be very similar to typical goals with an ongoing process of skill development. Others may be less developmental, and once accomplished, they may be considered Met. For example:

- *Visit the Disabled Students Center at a community college*
- *Develop a summary of three career choices including pay and prerequisite skill requirements*
- *Interview three people who have a career of interest to the student and write a three paragraph report*

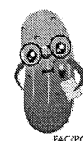
For higher functioning students with autism, see the booklet *Transition Resources for Diploma-Bound Students with Autism* for a checklist of Independent Living Skills to be considered (located on the SELPA website under Autism. For 18-22 year olds with Moderate-Severe Disabilities, see checklists of skills in the book *Training and Education for Adults with Moderate Severe Disabilities (TEAMS)* on the SELPA website under Postsecondary Transition Programs.

If WorkAbility staff will be working with the student on the goal, indicate that WorkAbility is one of the providers under Responsible Discipline (should not be listed first).

2. Transition from Public School to Adult Agencies:

a. Graduation/Exit Considerations -

- 1) Must be addressed for all ninth graders and above. Indicate whether or not the student is working toward a Diploma or Certificate of Achievement or Completion. If student is working toward another option, check and specify. (e.g., GED, CHSPE, Vocational Certificate). All students who are working toward a diploma are required to take CAHSEE in Grade 10, and the SELPA recommends that the student continue to attempt to pass the exam each administration through grade 11 (regardless of the current availability of an exemption or alternate). For this reason, "Diploma with Ed Code Exemptions" box should only be checked for seniors. Note: This provision is expected to end July 1, 2015.



- 2) If the student plans to continue in public school beyond the 12th grade, indicate plans and the anticipated date of exit. For example, "Fifth year of high school," "Attend Postsecondary TEAMS program," or "Adult Ed with Special Education Support."

b. Linking to Adult Agencies Serving People with Disabilities -

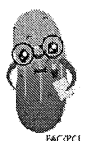
- 1) Agency currently serving – List any agency that is serving the student BEFORE becoming an adult that may continue to serve into adulthood. Examples include Department of Rehabilitation (TPP only), Regional Center, Probation, Mental Health provider, CCS (serves up to age 21), and Social Services (foster children). List the contact name and information so the person can be invited to the IEP meeting, if the parent/adult student give permission
- 2) Adult Agency representatives invited to this IEP – If the answer is N/A check one of the two boxes to indicate the reason. Checking No will produce a compliance error.

If an agency representative was invited to the IEP, list the name of the agency, whether or not they were in attendance, and if they were not in attendance, how their input was obtained. Next, indicate whether or not the agency should be invited to the next IEP meeting and/or if literature will be requested. If the team agrees that an agency representative is not really needed to address the unique needs of the student, indicate that literature will be sufficient for discussion at the IEP.

- 3) Adult Agencies which may provide/assist with transition services in the future – Indicate any possible adult agencies which may provide services to the student as a young adult and note the services the agency provides. Indicate whether the parent/adult student would like them to be invited to the next IEP and/or if literature will be requested. Refer to the SELPA website Transition to Adult/Adult Agencies for a complete matrix of potential agencies serving adults with disabilities, as well as *The Big 8 Book of Public Agencies* which may be invited to the IEP meeting.

If the IEP team decides that it is time to make a referral to one of the agencies, indicate the name of the agency, the responsible person for making the referral, and the date by which it should be done. Referrals can be made by teachers, students, families, and staff of other agencies.

A referral should be made when the parent/adult student have made the decision that they are ready to register or open a case with a specific agency. It is different than just inviting the agency to the IEP or providing literature, which are part of the information gathering process. Referrals to most adult agencies would not be made before the final semester in public school (except for those such as Regional Center and CCS which also serve children).



Provide information to the family and adult student about the annual Transition Fairs, which are another step in gathering information about available resources for adults with disabilities. See SELPA website www.venturacountyselpa.com under Transition to Adult/Transition Activities for information about the fairs. Also point out the diamond on the page that has the SELPA website and encourage parents to navigate through all of the resources that are available on that site.

3. Course of Study

You will get a unique Course of Study page, depending on whether “Diploma” or “Certificate of Achievement/Completion” was checked on the Linking Adult Agencies page.

a. Students Working Toward a Diploma

- 1) The Employment Goal should reflect the student’s Post Secondary Outcome for Employment on the Transition to Adult Life page. Check the box(es) that most closely reflect the student’s Educational Goal.
- 2) Course of Study- The Course of Study must reflect the student’s Employment and Education goals indicated at the top of the page. There are *two options* for completing this requirement:

- i. Check the box “See attached graduation check or student transcript that includes a multi-year plan.” Attach a *multi-year plan* that includes all the courses that the student plans to take in order to achieve his or her Employment and Education goals. The plan must reflect courses to be taken through the anticipated end of high school. It should be unique to this student, while also reflecting graduation and college entrance requirements (if applicable).

If you attach a multi-year plan, you should also indicate any *unique courses* that the student plans to take that are not indicated in the plan, such as electives or vocational classes. They would be noted on the form in the column for the year specified.

- ii. Indicate the remaining years in school in the headers at the top of each column (i.e., 2013-14). Then, select the courses that the student plans to take in order to reach his or her Employment and Training/Education goals.



The Course of Study must be revised every year. As student's dreams for the future change, or as they attempt courses and decide to try others, the Course of Study should be revised to reflect the plan for the remaining years in school.

- 3) Note number of credits earned and those still needed in order to graduate.
- 4) California High School Exit Exam- Indicate any variations, accommodations or modifications needed for the CAHSEE. These should align with those also needed for classroom instruction and assessment and other statewide tests. The SIRAS program will provide only allowable variations, accommodations, and modifications for the CAHSEE on the menus for CAHSEE.

b. Students Earning Certificate of Achievement/Completion

- 1) The Employment Goal, Training/Educational Goal and Independent Living Goals should reflect the Post Secondary Outcomes on the Transition to Adult Life page.
- 2) Criteria for Certificate or Document of Educational Achievement or Completion of Program- Check the criteria that will be used for earning the Certificate. There may be more than one. If IEP goals will be used, indicate which goals or which school year will be considered to meet this requirement. If the student has already been awarded the Certificate, indicate date.
- 3) Course of Study- Indicate the remaining school years at the top of each column (i.e., 2013-14). If parents and student are not sure how many years the student will remain in school after age 18, fill in as many as they feel comfortable planning for. Indicate the unique courses that the student will take to assist him or her to achieve the desired post-school outcomes.

For students with Moderate/Severe disabilities, course experiences may include applied academic courses, independent living classes, vocational courses, and community experiences.

The Course of Study should be addressed and revised each year as appropriate, to reflect the student's dreams and goals for adult life.

The transition process is an ongoing effort and teachers and Case Managers are encouraged to work with students throughout the year reviewing the student's interests as well as their skills and abilities. Encourage your students to pursue their dreams, but also to be honest about their skills and abilities in pursuit of those dreams.



2014-2015

"Working Together to Support People With Disabilities as They Transition From School to Adult Living"

GOALS:

*Interagency
Coordination*

*Improving Individual
Student Planning*

*Increased Awareness
and Training
for Staff
and Families*

PUBLICATIONS: (all available on our website at www.venturacountyselpa.com)

- ❖ Adult Services Resource Directory (*bilingual*) and Agency Information Sheets
- ❖ Transition Portfolio Guide
- ❖ Going to College...or Thinking About It?
- ❖ Training & Education for Adults with Moderate/Severe Disabilities (TEAMS) Resource Guide
- ❖ Transition Resources for Diploma Bound Students with Autism
- ❖ Student/Parent Transition checklists (*bilingual*)
- ❖ Checklist for Teachers (*by region*)
- ❖ Transition information on website www.venturacountyselpa.com

INTERAGENCY TRANSITION COORDINATING COUNCIL (ITCC - "ITSY")

- The Arc of Ventura County
- Area Board 9
- Children's Medical Services – CCS
- Conejo Valley Unified School District
- Department of Rehabilitation
- IABA-SCIP/STEP
- Las Virgenes Unified School District
- Ojai Unified School District
- PathPoint
- Rainbow Connection Family Resource Center
- Simi Valley Unified School District
- Tri-Counties Regional Center
- Ventura College
- Ventura County Behavioral Health-Transitions Services
- Ventura County SELPA Community Advisory Committee (CAC)
- Villa Esperanza
- Workability I Program

WORKING SUBCOMMITTEES

TRANSITION OF PEOPLE SERVED BY REGIONAL CENTER (TPSRC)

- Brown Bag Series on Autism
 - May 28 Employment Collaborative Network
- Pati Washington, Chair
 –Cyndi Page –Patty Orozco
 –Alexis Teplitz –Laurie Jordan
 –Jackson Wheeler –Francisco Santana

ADULT SERVICES FAIRS

- May 2, 2015, 8-12
- Stefanie Rodriguez, Chair
 – Cyndi Page –Stacia Hellmer
 – Sandy Causey –Sheryl Abayon
 – Kathy Trauger –Carrie Gault

TRANSITION NETWORKING FOR TEACHERS (TNT)

- TNT dates: November 21, 2014; February 27, 2015; May 15, 2015
- Joanna Della Gatta, Chair
 – Cyndi Page
 – Denise Pannell

ITCC STEERING COMMITTEE

- | | | |
|---|--------------------|-----------------------|
| Joanna Della Gatta, <i>Ventura County SELPA</i> | Patty Orozco, TCRC | Pati Washington, TCRC |
| Kim Whitaker, PathPoint | Sheryl Abayon, Arc | |

ITCC MEETING DATES/LOCATION:

- | | |
|--------------------|-------------------|
| September 11, 2014 | December 11, 2014 |
| March 12, 2015 | May 20, 2015 |

VENTURA COUNTY SELPA- SANTA PAULA ROOM

5100 ADOLFO ROAD, CAMARILLO 93012
3:00 – 5:00 PM (EXCEPT MAY 2-3:30PM)

All meetings are open to the public - parents are welcome!

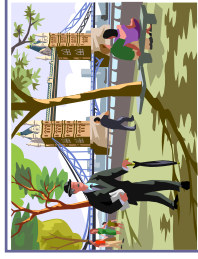
ADULT SERVICES RESOURCE DIRECTORY 2014

Ventura County Transition Project *Proyecto de Transición* *del condado de Ventura*

Programs and services for students in transition from Special Education Programs to Adult Life
Programas y servicios para estudiantes en transición de los programas de educación especial a vida adulta

Parents of students enrolled in Special Education Programs may obtain a free copy of this directory by calling:
Padres de estudiantes que están inscritos en programas de educación especial pueden obtener una copia gratuita de este directorio llamando al:

Ventura County SELPA at
(805) 437-1560

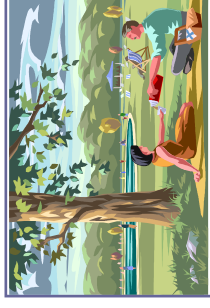


This document is available on the Ventura County SELPA website:

Este documento está disponible en el sitio electrónico:
www.venturacountyselpa.com/TransitiontoAdultLife/AdultServicesAgencies

For more information about transition to adult life for students with disabilities go to

Para más información sobre la transición a la vida de adulto para los estudiantes con discapacidades diríjase al
www.venturacountyselpa.com/TransitiontoAdultLife/AdultServicesAgencies



DIRECTORIO DE RECURSOS DE SERVICIOS PARA ADULTOS 2014

See Section 2 for Transition Fact Sheets which provide detailed information about specific transition services, organized in the same categories as this book.

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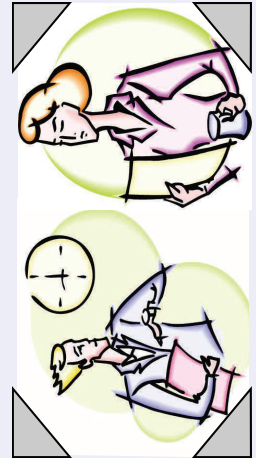
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THE TRANSITION PLANNING PROCESS

The Special Education Case Manager will work with the student on the following activities:

- ◇ Vocational Assessment –Help student to find jobs and careers of interest and assess skills.
- ◇ Post-School Goals– Assist student to identify their dreams and goals for the future:
 - ❖ Training/Education – Will s/he attend an adult training program–ie. ROP, technical or vocational school, Day Program or community or four-year college?
 - ❖ Employment – What careers is s/he interested in?
 - ❖ Independent Living – Where does s/he expect to live: with parents, in own apartment, home etc.?
- ◇ Annual Goals– Develop goals toward the above outcomes
- ◇ Services– Provide services to address the goals
- ◇ Adult agencies– Discuss those which may be needed by the student
- ◇ Course of Study– Identify courses to be taken in remaining years in school



RESOURCES AVAILABLE FOR FAMILIES

- ❖ Adult Services Directory
- ❖ Training & Education for Adults with Moderate/Severe Disabilities (TEAMS) Resource Guide
- ❖ Family Transition Training
- ❖ Going to College or Thinking About It? Information Alert for Parents of Special Education Students
- ❖ Transition Checklist for parents
- ❖ Transition Resources for Diploma-Bound Students with Autism

All are available for free to parents of special education students.

Our website: www.venturacountyselpa.com

–Click on “Transition to Adult Life”, then “Information for Families”

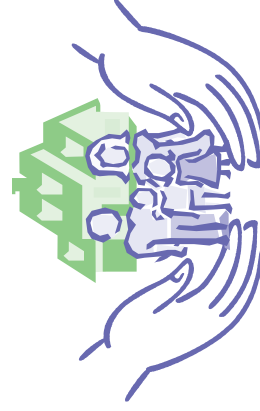
–Also go to “Adult Agencies” for information on adult agencies

No computer? Call us at (805) 437-1560 and we will mail a copy of any of the above to you!

For more information contact your child’s Special Education case manager. They will work with your child on their transition plan.

**Your child’s
Case Manager:**

A Parent's Guide To Planning for Transition to Adult Life For Special Education Students -



WHY IS TRANSITION PLANNING IMPORTANT?



Transition planning is important because it helps the student, their family and school staff focus on success after leaving school. Some students with disabilities leave after 12th grade, others continue until the 22nd birthday.



- Good transition planning helps students:
- ❖ Learn to advocate for themselves.
 - ❖ Set goals for work, higher education and community living.
 - ❖ Participate in activities and experiences to assist in achieving their goals.
 - ❖ Know what adult services are available.
 - ❖ Make connections to needed adult services.

WHO IS ELIGIBLE FOR TRANSITION PLANNING?

Any student in special education who is 15 years or older is required to have transition planning included as part of their IEP (Individualized Education Program).



This should be based on appropriate assessment and the student's dreams for the future. Goals and services are developed to address these dreams.

WHO SHOULD BE INVOLVED IN TRANSITION PLANNING?

Transition is a group process involving the student, school staff and the family. Non-school adult service agencies may also assist with transition planning.



The student is the most important individual in the planning process. The student must be invited to the IEP meeting. If he or she does not attend, the team must note **how** they got the student's input.

WHAT IS YOUR ROLE AS A PARENT?

As a parent, you have a vital role in transition planning. No one knows your student as well as you do.



Talk frequently with your son or daughter about what they want to do with their life. Talk to them about their aspirations and goals. It is important to let students dream, but, at the same time, help them set realistic goals. Encourage your son or daughter to be as independent as possible.

Stay in communication with school staff regarding transition. Find out what things they are doing to assist your son or daughter to address transition issues.

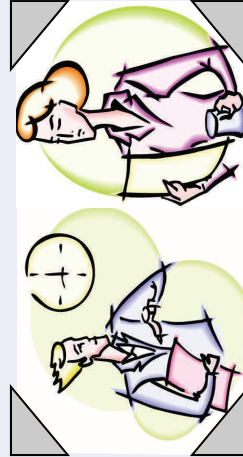
As a parent, find out as much as you can about community services and non-school agencies which can provide services to your son or daughter as they make the transition from high school to adult life.



EL PROCESO DE PLANIFICACIÓN DE LA TRANSICIÓN

El Administrador del Caso de educación especial trabajará con el estudiante en las siguientes actividades:

- ◊ Evaluación Vocacional- Ayuda estudiante para encontrar puestos de trabajo y las carreras de interés y evaluar las habilidades.
- ◊ Metas para Después de la Escuela-Ayudar a los estudiantes a identificar sus sueños y metas para el futuro:
 - ❖ Entrenamiento – ¿Asistirá el/ella a un programa de entrenamiento para adultos-i.e. ROP, escuela técnica o vocacional, o un colegio de la comunidad o a la universidad etc.?
 - ❖ Empleo – ¿Que carreras le interesan a el/ella?
 - ❖ Viviendo Independiente – Donde piensa vivir el/ella; con sus padres, en su propio apartamento, casa, etc.
- ◊ Metas anuales- Desarrollar metas hacia los resultados anteriores
- ◊ Servicios- Proveer servicios para hacer frente a los objetivos
- ◊ Agencias de adultos -Hable de esto que puede ser necesaria por el estudiante
- ◊ Curso de estudio-Identificar los cursos a seguir en el resto de años en la escuela



RECURSOS DISPONIBLES PARA FAMILIAS

- ❖ [Directorio de Servicios para Adultos](#)
- ❖ [Guía de Recursos sobre la Capacitación y Educación para Adultos con Discapacidad moderada/grave \(TEAMS\)](#)
- ❖ [Entrenamiento de Transición Familiar](#)
- ❖ [¿Ir al Colegio o Pensándolo?](#)
- ❖ [Información de Alertas para Padres de Estudiantes en Educación Especial](#)
- ❖ [Lista de Verificación de la Transición para Padres](#)
- ❖ [Recursos de transición para los estudiantes de Diploma Determinada con Autismo](#)

Todos están disponibles gratuitamente para los padres de estudiantes en educación especial. Visite nuestro sitio web:

www.venturacountyselpa.com

- oprima “Información en Español” llame al (805) 437-1560
- También puede ver “Agencias Para Adultos” para información sobre agencias para adultos No tiene computadora? Llámenos al (805) 437-1560 y le enviaremos una copia de cualquiera de los anteriores para usted!

Para más información comuníquese con el gerente de caso de educación especial de su hijo/a.
a. Ellos trabajaran con su estudiante en su plan de transición.

El gerente de Caso de su Hijo/a:

PRECAUCIÓN
La Vida Adulto Se Acerca

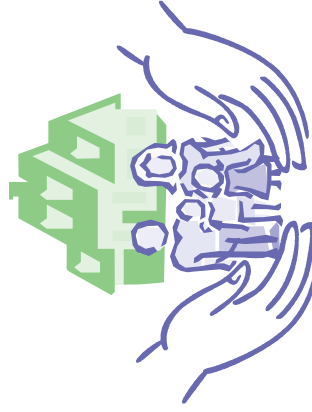
Una Guía

Para Padres

Hacia la

Planificación

**de Transición
Para Estudiantes
en Educación
Especial**



¿PORQUÉ ES IMPORTANTE LA PLANIFICACIÓN DE TRANSICIÓN?



La planificación de transición es importante porque ayuda al estudiante, a su familia y a personal de la escuela a enfocarse en el éxito después de salir de la escuela. Uno estudiantes con discapacidades salen después del grado 12, otros continúan hasta que cumplen los 22 años .



La buena planificación de transición ayuda estudiantes a:

- ❖ Aprender ha abogar por ellos mismos
- ❖ Fijar metas para el trabajo, educación avanzada y vivir entra la comunidad
- ❖ Participar en actividades y experiencias para asistir en el logro de sus metas.
- ❖ Enterarse de los servicios disponibles a adultos
- ❖ Efectuar conexiones con servicios de adultos necesarios

¿QUIÉN ES ELEGIBLE PARA LA PLANIFICACIÓN DE TRANSICIÓN ?

Se requiere que cualquier estudiante en educación especial que tiene 15 años o mas tenga la planificación de transición incluido como parte de su IEP (Programa Educativo Individualizado).



Esto debe estar basado en la evaluación apropiada y los sueños del estudiante hacia el futuro. Metas y servicios son desarrollados para destinar estos sueños.

¿QUIÉN DEBE ESTAR INVOLUCRADO EN LA PLANIFICACIÓN DE TRANSICIÓN?

La transición es un proceso en grupo involucrando al estudiante, personal de la escuela, y la familia. Agencias privadas de servicios para adultos pueden ayudar con la planificación.



El **estudiante** es el individuo más importante en el proceso de la planificación. El estudiante debe ser invitado a la reunion del IEP. Si el/ella no asiste, el equipo debe anotar como recibio contribución del estudiante.

¿CUÁL ES SU PAPEL COMO PADRE?

Como padre, usted es una parte vital en la planificación de la transición. Nadie conoce mejor a su hijo/a como usted.



Platique frecuentemente con su hijo/a referente a lo que quiere hacer con su vida. Platique acerca de sus aspiraciones y metas. Es importante dejarlos soñar, pero al mismo tiempo, ayúdenlos a formar metas realistas. Anímé a su hijo/a ha ser tan independientes como sea posible.

Manténgase en comunicación con el personal de la escuela tocante a la transición. Averigüe que cosas están haciendo para ayudar a su hijo/a ha resolver asuntos de transición.

Como padre, trate de conocer lo más que pueda tocante a servicios comunitarios y agencias privadas que puedan proveer servicios para su hijo/a mientras hace la transición de la preparatoria a la vida de adulto.



Ventura County SELPA
Mary E. Samples
Assistant Superintendent

Appendix 11-E

Transition Portfolio Guide

· 2013 ·

*Reflecting the requirements of the 2004
Individuals with Disabilities Education Act*



**. . . . A toolkit for Secondary Special
Education teachers and staff to use in
assisting their students with designing
their own Transition Goals and
Transition Portfolios**

Contact:

VENTURA COUNTY SELPA

Joanna Della Gatta,

Director, Technical Support &
Transition

(805) 437-1560 (805) 437-1599 fax

jdellagatta@vcoe.org

Ventura County Transition Project and
Ventura County SELPA WorkAbility I Program
(California Department of Education, Project 034-03)

*for more information about transition to Adult Life for students with disabilities go to
[www.venturacountyselfa.com/Transition to Adult Life](http://www.venturacountyselfa.com/Transition%20to%20Adult%20Life)*

REVISED August-2013



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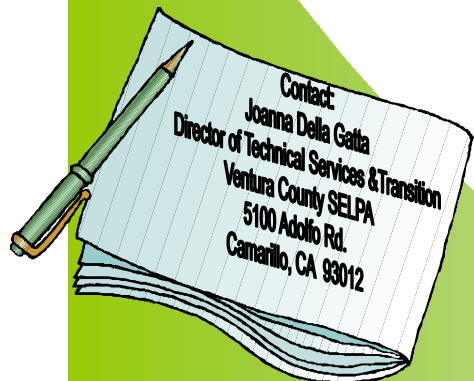
Ventura County Transition Project

GOING TO
COLLEGE

OR

THINKING ABOUT IT?
THINKING ABOUT IT?

**Information for teens enrolled in special
education programs**



For more information about transition to adult Life for students with disabilities go to www.venturacountyselpa.com/Transition

revised 2014

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Ventura County SELPA
Mary E. Samples, Assistant Superintendent

www.venturacountyselpa.com

Transition Resources for Diploma-Bound High School Students with Autism



For more information contact:
Joanna Della Gatta,
Director, Technical Support &
Transition
jdellagatta@vcoe.org

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What are you going to do next with your life?

The Ventura County Transition Project
is pleased to present the

2015 Ventura County Annual Transition Fair

For 15-22 year old diploma and certificate bound
special education students and their families!



New this Year. Only one Date and Location

**Saturday, May 2, 2015
9 A.M. – Noon**




**Ventura County Office of Education
Conference and Education Services Center
5100 Adolfo Rd, Camarillo
Cost is Free!**

Schedule:

9:00-9:15am Registration

9:15-9:45am Adult & Student Presentations:

- **Adults-** Brief overview of the transition process and parent-to-parent video
(If you have seen the presentations before, it's okay to come at 9:45!)
- **Students-** A youth-led session on setting goals for yourself 

9:45am-12pm Visit booths and pick up literature!



An optional homework assignment for extra credit will be available, if assigned by the teacher.

Who/What is available to support you?



Meet representatives for the following agencies:

Department of Rehabilitation

Tri-Counties Regional Center

Community Colleges

Employment Development Department

Public Health

and Many Other Agencies!

Refreshments will be available for
purchase from Aktion Club, The Arc of
Ventura County

- Donuts
- Bagels
- Baked goods



Sign Language Interpretation is available but must be reserved 2 weeks in advance. Call 805.437.1560
For more information on Transition go to www.venturacountysepa.com /Transition to Adult Life

¿Qué vas a hacer ahora con tu vida?

El Proyecto de Transición del Condado de Ventura se complace en presentar

Feria Anual 2015 de Transición del Condado de Ventura

Para estudiantes de educación especial 15-22 años de edad destinados a recibir un diploma o certificado y sus familias!



***Nuevo este año. Sólo una Fecha y Lugar ***
Sábado, 02 de mayo 2015
9 A.M. – 12 P.M.




**Oficina de Educación del Condado de Ventura
 Centro de Conferencia y Servicios de Educación
 5100 Adolfo Rd, Camarillo
 Costo es gratis!**

PROGRAMA:

9:00-9:15am Registro

9:15-9:45am Presentaciones para Adultos y Estudiantes:

- **Adultos-** Un breve resumen general del proceso de transición y un vídeo de padre a padre (Si usted ha visto la presentación antes, puede llegar a las 9:45!)
- **Los estudiantes-** Una sesión dirigida por jóvenes en el establecimiento de metas para sí mismo 

9:45am-12pm Visite los puestos de las agencias y recoja la literatura!



Una tarea opcional para crédito adicional estará disponible, si está asignada por el maestro.

Quién o Qué está disponible para apoyarte?



Plan Ahead
 (planea con anticipación)

Reúnase con los representantes de las siguientes agencias:

Departamento de Rehabilitación

Centro Regional de los tres condados

Colegios de la Comunidad

Departamento del Desarrollo de Empleo

Departamento de Salud Pública

¡Y muchas agencias más!

Aperitivos estarán disponibles para su compra por el Aktion Club, El Arc del Condado de Ventura

- Donas
- Panecillos
- Productos horneados



Para traducción al lenguaje de señas se debe reservar 2 semanas antes llamando al (805) 437-1560

Para obtener más información sobre la Transición ir a www.venturacountyselpa.com /Transition to Adult Life

2014 - 2015

Transition **N**etworking **T**eam

A Networking opportunity for WorkAbility Staff
and Special Education Transition Teachers

Dates/Topics for this year are:

November 21, 2014

Conejo Room

February 27, 2015

(“Taking it to the Teachers”-Mini Fair)

Salon C

May 15, 2015

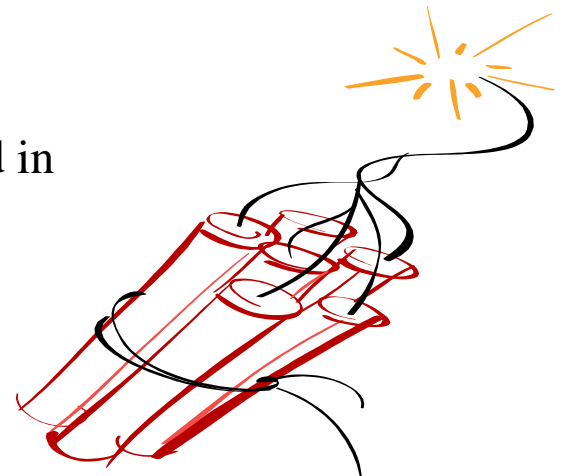
Conejo Room

11:30am – 2:30pm

Lunch is provided.

All meetings will be held in
the CESC.

5100 Adolfo Rd.
Camarillo, CA93012



A few of the participating local businesses. . .

- Anacapa Brewing Company
- Bombay Bar and Grill
- Boys and Girls Club
- Crowne Plaza Ventura Beach Hotel
- CVS
- Dargans Restaurant
- DATA Middle School
- East Coast Pizza Co
- EP Foster Library
- Fresh & Easy
- Golf 'n Stuff
- It's a Grind
- Loma Vista Elementary School
- Macy's
- Mavericks Gym
- Marriott
- McDonalds
- Me N Ed's
- Ojai Humane Society
- PetCo
- Salvation Army
- Serendipity Toys
- Simi Hills Assisted Living
- Smart and Final
- Starbuck's
- Taco Bell
- TJ Maxx
- Vallarta Supermarkets
- Ventura County Behavioral Health
- Ventura County Office Of Education
- Ventura County SELPA
- Ventura USD Facilities
- VONS
- Walgreens
- WalMart

WorkAbility is sponsored by:

California Department of Education,
 Special Education Division
 515 L Street, Suite 270
 Sacramento, CA 95814
 Phone: (916) 323-3309 FAX: (916) 327-3534

For More Information (State-level), Contact:

www.cde.ca.gov/sp/se/sr/wrkabltvl.asp

- Or -

For More Local Information (County-level), Contact:

Regina Reed, Director of Personnel Development

Ventura County Special Education Local Plan Area
 5100 Adolfo Road
 Camarillo, CA 93012
 (805) 437-1560
rreed@vcoe.org

- Or -

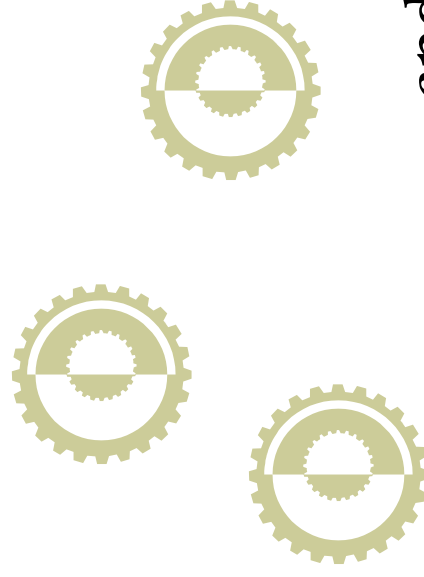
For More Information (Local High School), Contact:

Name Last Name (tab)

1234 Street
 City, CA 93000
 (123) 456-7890
 xxxx@xxxx.k12.ca.us

WorkAbility

IN GEAR



and Working for you

Background

Our Part

For You

WORKABILITY PROVIDES...

- A State-wide cooperative program to assist students with disabilities to enter the world of work.
- A coordinated program which integrates efforts of the Department of Rehabilitation, the Employment Development Department, Community Agencies, Workforce Investment Act Board, and Local Schools.

- A means for students with disabilities to complete their secondary education while also training in private sector jobs.
- A training and employment program working to benefit students, employers, and the community at large.

EMPLOYER RECEIVES...

- Job-ready workers anxious to learn.
- Screened applicants for your training and/or employment positions.
- Careful determination of applicant skills in relationship to placement opportunities.
- Training before hiring.
- Workers who are dependable and motivated.
- A partner in improving on-the-job performance.

THE SCHOOL PROVIDES...

- Evaluation of student interests and abilities.
- Screening of applicants.
- Vocational training for some applicants.
- Placement assistance and follow-up.
- Guidance support for students.
- Assistance with orienting workers to the job.

WORKABILITY I Program Guidelines

**To be utilized by Job Developers, Project Administrators, and
Other School District Personnel**

**for the implementation of WORKABILITY I Projects
as administered by the VENTURA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA
(VC-SELPA)**

2014

WORKABILITY I - Project #34 Coordinator:

**Joanna Della Gatta,
Director, Technical Support & Transition,
Ventura County SELPA
5100 Adolfo Road
Camarillo, California 93012
(805) 437-1560
jdellagatta@vcoe.org**

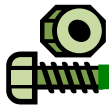


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Ventura County Special Education Local Plan Area (SELPA)
Mary E. Samples, Assistant Superintendent

Work-Based Learning for Special Education Students



**Based on original work compiled by the
WorkAbility Wage, Labor and Safety Committee,
with editorial assistance from Sharon Bass-Sicanoff.**

**For more information contact:
Joanna Della Gatta, Director, Technical Support and Transition
5100 Adolfo Road, Camarillo CA 93012
805-437-1560
jdellagatta@vcoe.org**

www.venturacountyselpa.com

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VENTURA COUNTY SELPA INTRA-SELPA PROGRAM CHART
 18-22 YEAR OLDS - NO DIPLOMA
 POSTSECONDARY TRAINING and EDUCATION FOR ADULTS
 WITH MODERATE/SEVERE DISABILITIES (TEAMS)

District of Residence	Serving District Program
Oxnard Union High	OUHSD
Santa Paula Union High	Fillmore/VCOE Boswell
Conejo Valley Unified	Conejo/VCOE Moorpark Access
Fillmore Unified	Fillmore
Las Virgenes Unified	Las Virgenes
Moorpark Unified	VCOE-Moorpark Access
Oak Park Unified	VCOE-Moorpark Access
Ojai Unified	VCOE-Ojai TEAMS
Simi Valley Unified	Simi Valley
Ventura Unified	VCOE-Boswell/Ventura

Related Services provided according to the regular 3-22 Related Services Chart

Training and
Education for
Adults with
Moderate –
Severe Disabilities
Program

“TEAMS”
- Resource Guide –

Includes checklists, IEP goals, assessment tools and resources for parents and teachers of 18-22 year olds with moderate/ severe disabilities in public school programs.

For More Information Contact:
Joanna Della Gatta, Director, Technical Support and Transition
805-437-1560
jdellagatta@vcoe.org

Contents of this Resource Guide

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• Adolescent Autonomy Checklist	
• Career Planning Profile	
• Transition Planner	
(For Purchase)	
• Brigance Transition Skills Inventory, and Brigance Life Skills Inventory	
• CASAS- Adult Life Skills	
• Digital Pictorial Inventory of Careers	
• Functional Independence Skills Handbook	

BOARD AGENDA ITEM

Name of Contributor(s): Robin I. Freeman

Date of Meeting: 8/26/15

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

K-5/K-8 Strand Presentation – (Freeman)

The Board of Trustees will be presented a report regarding the development of the Academy Strand Focuses for the K-5 and K-8 schools:

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services that the board receive the K-5, K-8 Strand Schools presentation.

ADDITIONAL MATERIAL(S): List of schools including the strand focus.

K -5 Strand Focus
June 22, 2015

School	Strand
Brekke	The School of Science & Inquiry
Elm	The School of Environmental & Life Science and Math
Harrington	Environmental Sciences and the Arts
Marina West	School of Environmental Science & Creative Arts
Marshall	School of Visual & Performing Arts
McAuliffe	STEAM
McKinna	School of Multi-Media
Ramona	School of Environmental Science
Ritchen	The School of Science and Technology
Rose Avenue	The School of Science & Wellness
Sierra Linda	The School of Health & Art

Oxnard K-8 Academic Strand Focus

Driffill	The School of Environmental Science and Global Awareness
Chavez	Academy of Literacy, Communication Arts, and Technology
Curren	EYES Academy: Enriching Youth via Environmental Studies
Kamala	Academy of the Arts and Technology
Lemonwood	School of Communications through Art and Technology
Soria	TeAL Academy: Technology, Arts and Language

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/26/15

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

ADMISSION – Revision to AR 5111 (Freeman)

Language was added and deleted to AR 5111 to update age eligibility for TK, Kindergarten, or first grade. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to AR 5111 as outlined above.

ADDITIONAL MATERIAL:

AR 5111 (1 page)

ADMISSION

***Age of Admittance to Kindergarten and First Grade
Age of Admission***

At the beginning of each school year, the Superintendent or designee shall enroll any otherwise eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)
~~Proof of age shall be required of all enrolling students. The legal evidences of age, in order of desirability, are a birth certificate, baptismal certificate, passport, immigration certificate, Bible record, or affidavit from the parent/guardian.~~

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

~~A child who will reach the age of five on or before December 2 of the school year shall be eligible for enrollment in kindergarten at the beginning of that school year or at any later time in the same year. (Education Code 48000)~~

~~A child who will reach the age of five on or before December 2 of the school year shall be eligible for enrollment in the district pre-kindergarten summer program. (Education Code 48000)~~

~~A child who will have reached the age of six years on or before December 2 of the current school year shall be eligible for enrollment in the first grade. (Education Code 48010)~~

Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

- 1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth*
- 2. A duly attested baptism certificate*
- 3. A passport*

When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/26/15

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

AWARDS FOR ACHIEVEMENT – Revision to AR 5126 (Freeman)

Language was deleted to AR 5126 to meet the requirements of the district. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to AR 5126 as outlined above.

ADDITIONAL MATERIAL:

AR 5126 (1 page)

AWARDS FOR ACHIEVEMENT

District/School Awards

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, teachers, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval. ~~The Superintendent or designee may appoint a committee at each school to consider awards for student accomplishments. This committee may consist of school administrators, teachers, parents/guardians, community members, and student representatives.~~

(cf. 1220 - Citizen Advisory Committees)

~~The committee shall submit recommendations for student awards to the Superintendent or designee for approval.~~

Individual awards in excess of \$200 must be expressly approved by the Board of Trustees. (Education Code 44015)

Biliteracy Award

To be eligible to receive the district's biliteracy award upon promotion from 8th grade, a student shall:

1. Complete all requirements for promotion from a K-8 Dual Language Immersion Program, including all English language arts requirements, with an overall grade point average (GPA) of 2.0 or above
2. Demonstrate proficiency in one or more languages other than English.

The Superintendent or designee may annually distribute information about the eligibility requirements for the award and the application process to students in grade 8 of the Dual Language Immersion Program.

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/26/15

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

PARENTAL NOTIFICATIONS – Revision to E 5145.6 (Freeman)

Language was added and deleted to E 5145.6 to meet the requirements of the district. The added language is indicated by italicized font on the attached. The deleted language is indicated by *strikethrough* on the attached.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees approve the revisions to AR 5126 as outlined above.

ADDITIONAL MATERIAL:

E 5145.6 (12 page)

PARENTAL NOTIFICATIONS

***Cautionary Notice:** Government Code 17581.5 relieves districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2014 (SB 852, Ch. 25, Statutes of 2014) extends the suspension of these requirements through the 2014-15 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.*

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

~~**Cautionary Notice 2010-13:** AB 1610 (Ch. 724, Statutes of 2010) amended Education Code 37252.2 to relieve districts from the obligation, until July 1, 2013, to perform any activities that are deemed to be reimbursable state mandates under that section. As a result, certain provisions of the following policy or administrative regulation that reflect those requirements may be suspended.~~

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. <u>Annually</u>			
Beginning of each school Year	17612, 48980.3 <i>17611.5</i>	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, <i>and, if district has no web site and uses certain pesticides, integrated pest management plan</i>
Beginning of each school year	32255-32255.6, 48980	BP 5145.8 AR 5145.8	Right to refrain from harmful or destructive use of animals
Annually By February 1	35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	35291, 48980	AR 5144 AR 5144.1	District and site discipline rules
Beginning of each school year if Board has adopted resolution allowing such absence- allows such absence	46014, 48980	BP 5113 AR 5113	Absence for religious <i>exercises or purposes</i>
Beginning of each school year	48205, 48980	BP 5113 AR 5113	Absence for justifiable personal reasons

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. <u>Annually</u> (continued)			
Beginning of each school year	48205, 48980	AR 6154	<i>Excused absences:</i> Grade/credit cannot be reduced due to excused absence if work or test has been completed
Beginning of each school year	48206.3, 48207, 48208, 48980	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	48216, 48980	BP 5141.31 AR 5141.31	<i>Consent to school</i> Immunizations program
Beginning of each school year	48980	AR 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency
Beginning of each school year	48980, 231.5	AR 5145.7	Sexual harassment policy as related to students
Beginning of each school year	48980, 52244	AR 6141.5	Availability of state funds to cover costs of advanced placement exam fees
Beginning of each school year	48980	BP 6111	Schedule of minimum days
Beginning of each school year	49063, 49068, 49069; 20 USC 1232g; 34 CFR 99.7	BP 5125 AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine school official legitimate educational interest
Beginning of each school year	49063, 49070	AR 5125 AR 5125.3	Challenge, review and expunging of records
Beginning of each school year	49063, 49073	AR 5125.1	Release of directory information
Beginning of each school year	49063, 49091.14	AR 5020	Availability of course

year

AR 5125

prospectus

E 5145.6(c)

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. <u>Annually</u> (continued)			
Beginning of each school year	49423, 49480, 48980	AR 5141.21	Administration of prescribed medication
Beginning of each school year	49451, 48980	BP 5141.3	Refusal to consent to physical examination
Beginning of each school year	49472, 48980	AR 5143	Availability of insurance
Beginning of each school year	49510-49520, 48980	BP 3553	Free and reduced price meals
Annually	56301	BP 6164.4	Rights of all parents related to special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	58501	BP 6181	Alternative schools
Beginning of each school year	20 USC 1681-1688; 42 USC 2000d-2000d-7; 34 CFR 106.9	BP 0410 BP 6178	Nondiscrimination on basis of sex, disability, ethnicity or lack of English skills
Annually Beginning of each school year	49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies, and identity of coordinator
Beginning of each school year	20 USC 1232h	AR 5022	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; <i>process to opt out of such activities</i>
For districts receiving Title I funds, beginning of each school year	20 USC 6311	AR 4112.24 AR 4222	Right to request information re: professional qualifications of their child's teacher and

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. <u>Annually</u> (continued)			
<i>Annually Beginning of each school year</i> to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress
II. <u>At Specific Times During the Student's Academic Career</u>			
At least once before counseling in grades 7-8	221.5, 48980	AR 6164.2	Course selection and career counseling
At beginning of each school year if student has been placed in structured English immersion program	310; 5 CCR 11309	AR 6174	Placement of child in program and opportunity to apply for parental exception waiver
Before presenting a course using live or dead animals or animal parts	32255-32255.6	BP 5145.8	Right to refrain from harmful or destructive use of animals
Upon registration, if K-6 students have not previously been transported	39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year in grades 7-8	46010.1	BP 5113	Absence for confidential medical services
Upon admission to school	48216, 49403; Health & Safety Code 120365, 120370, 120375	AR 5141.31	Immunizations
Before early entry to kindergarten, if offered	48000	AR 5111	Effects, advantages and disadvantages of early entry
When students entering grade 7	49452.7	None	Specified information on type 2 diabetes

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. <u>At Specific Times During the Student's Academic Career</u> (continued)			
When in kindergarten or 1st grade if not previously enrolled in public school	49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of teeth health, agency contact, privacy rights
Beginning of each school year for students in grades 7-8	51938, 48980	AR 6142.1	Explanation of sex and HIV/ AIDS instruction; right to view A/V materials, who's teaching, request specific Education Code sections, right to excuse
Upon assessment and reassessment of English proficiency and enrollment in program of education for English language learners	52164.1, 52164.3, 52173; 5 CCR 11303	AR 6174	Program of education for English language learners
Within 20 working days of receiving results of standardized achievement tests	60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
When child is enrolled in kindergarten	Health & Safety Code 124100	AR 5141.32	Health screening examination
Prior to student participation in gifted and talented program	5 CCR 3831	AR 6172	Gifted and talented student program
Within 30 calendar days of receipt of CELDT results	5 CCR 11511.5	AR 6174	CELDT test results
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose another program

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. <u>When Special Circumstances Occur</u>			
Upon receipt of a complaint alleging discrimination	262.3	AR 1312.3	Civil law remedies available to complainants
At least 72 hours before use of pesticide product not included in annual list	17612	AR 3514.2	Intended use of pesticide product
If school has lost its WASC accreditation status	35178.4	BP 6190	Loss of status, potential consequences
At least six months before implementing a schoolwide uniform policy	35183	AR 5132	Dress code policy requiring schoolwide uniform
When interdistrict transfer is requested and not approved or denied within 30 days	46601	AR 5117	Appeal process
When student identified as being at risk of retention	48070.5	AR 5123	Student at risk of retention
When a student is classified a truant	48260.5	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences
When a truant is referred to a SARB or probation department	48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
Prior to involuntary transfer to continuation school	48432.5	AR 6184	Right to require meeting prior to involuntary transfer to continuation school
Prior to withholding grades, diplomas, or transcripts	48904	AR 5125.2	Damaged school property

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When withholding grades, diplomas or transcripts from transferring student	48904.3	AR 5125.2	Next school will continue withholding grades, diplomas or transcripts
When student is released to peace officer	48906	BP 5145.11	Release of student to peace officer
At time of suspension	48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	48911	AR 5144.1	Extension of suspension
Before holding a closed session re: suspension	48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	48916	AR 5144.1	Description of readmission procedures
10 calendar days before expulsion hearing	48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
One month before the scheduled minimum day	48980	BP 6111	When minimum days scheduled after beginning of the school year
When parents request guidelines for filing complaint of child abuse at a school site	48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When student in danger of failing a course	49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	49068	AR 5125	Right to receive copy of student's record and to challenge its content
Within 24 hours of release of information to a judge or probation officer	49076	AR 5125	Release of student record information to a judge or probation officer for conducting a truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	49452.5	BP 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	49456	BP 5141.3	Vision or hearing test
Before any test questioning personal beliefs	51513	AR 5022	Permission for test, survey questioning personal beliefs
Within 14 days of instruction if arrangement made for guest speaker after beginning of school year	51938	BP 6142.1	Instruction in HIV/AIDS or sexual health education by guest speaker or outside consultant
When migrant education program is established	54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health & Safety Code 1596.857	AR 5148	Parent right to enter facility

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When sharing student immunization information with an immunization system	Health & Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When providing written decision in response to a complaint re: discrimination, special education, or noncompliance with law regulating educational programs	5 CCR 4631	AR 1312.3	Appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: unexcused absences
For districts receiving Title I funds, when child has been taught for four or more consecutive weeks by a teacher who is not "highly qualified"	20 USC 6311	AR 4112.24	Timely notice to parent of child's assignment
When school identified for program improvement or corrective action, within 30 days of failure to make annual yearly progress	20 USC 6312	AR 0520.2	Notice of failure to parents of English language learners
When school identified for program improvement or corrective action	20 USC 6316	AR 0520.2 AR 5116.1	Explanation of identification, reasons, how problem will be addressed, how parents can become involved, transfer option, availability of supplemental services
For districts with schools that have been identified for program improvement or corrective action, annually	20 USC 6316	AR 0520.2	Availability of supplemental educational services, identity of providers, description of services, qualifications, effectiveness of providers

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When district identified for program improvement	20 USC 6316	AR 0520.3	Explanation status, reasons for identification, how parents can participate in upgrading district
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
For districts with secondary students receiving Title I funds	20 USC 7908	AR 5125.1	Notice that parents may request district to not release name, address, phone number of child to military recruiters without prior written consent
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
IV. Special Education Notices			
Prior to conducting initial evaluation	56301, 56321, 56321.5, 56321.6, 56329; 34 CFR 300.502	AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice
24 hours before IEP when district intending to record	56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent to attend IEP meeting	56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who in attendance, participation of others with special knowledge, transition statements if appropriate
When parent orally requests review of IEP	56343.5	AR 6159	Need for written request
For student receiving exit exam waiver, prior to receipt of diploma	60852.4	AR 6162.52	Right to FAPE
Before functional behavioral assessment begins	5 CCR 3052	AR 6159.4	Notification and consent

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Before modification of behavioral intervention plan	5 CCR 3052	AR 6159.4	Need for modification, right to question modification
Within one school day of emergency intervention or serious property damage	5 CCR 3052	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE	20 USC 1415(c); 34 CFR 300.503	AR 6159.1	Prior written notice
Initial referral for evaluation	20 USC 1415(d); 34 CFR 300.503	AR 6159.1	Prior written notice and procedural safeguards notice
Registration of complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
Disciplinary action taken for dangerous behavior	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Suspension or change of placement for more than 10 days	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Child's <i>Student's</i> name, address, school, description of problem, proposed resolution
V. Classroom Notices			
In each classroom in each school	35186	AR/E 1312.4	Complaint rights re: sufficiency instructional materials, teacher vacancy and misassignment, maintenance of facilities, and, for classrooms with grades 10-12, right of students who did not pass the exit exam to receive intensive instruction after completion of grade 12

version: November 2, 2011

Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/26/15

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

CHARTER SCHOOL OVERSIGHT – Adoption of New Exhibit 0420.41 (Freeman)

The Administration is requesting to add a new Exhibit 0420.41, relative to Requirements for Charter Schools.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees adopt the new Exhibit 0420.41, as outlined above.

ADDITIONAL MATERIAL:

Exhibit 0420.41 (6 pages)

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

Charter schools are exempt from provisions of the Education Code unless they are expressly included in the law. However, charter schools are subject to the terms of their charters, any memorandum of understanding with their chartering authority, and other legal requirements including, but not limited to, requirements that each charter school:

1. Comply with the state and federal constitution and applicable state and federal laws
2. Comply with state laws that apply to governmental agencies in general, such as the Brown Act requirements in Government Code 54950-54963
3. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)
4. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)
5. Not charge tuition (Education Code 47605)
6. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools
7. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)
8. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)
9. Serve students with disabilities in the same manner as such students are served in other public schools (Education Code 47646, 56145)
10. Admit all students who wish to attend the school, according to the following criteria and procedures:
 - a. Admission to the charter school shall not be determined according to the student's place of residence, or that of his/her parents/guardians, within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within the school's former attendance area. (Education Code 47605)

CHARTER SCHOOL OVERSIGHT (continued)

If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admissions preference for students who are currently enrolled in the public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

- b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing. However, preference shall be extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)
 - c. Other admissions preferences may be permitted by the chartering district on an individual school basis consistent with law. (Education Code 47605)
11. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)
12. If the school participates as a member of a special education local plan area (SELPA), comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)
13. If the school offers a kindergarten program: (Education Code 48000)
 - a. Offer a transitional kindergarten (TK) program to students whose fifth birthday is from September 2 through December 2
 - b. Ensure that any credentialed teacher first assigned to teach a TK class after July 1, 2015 meets the qualifications specified in Education Code 48000 by August 1, 2020
14. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)
15. Require its teachers of core academic subjects to satisfy requirements for "highly qualified teachers" as defined by the State Board of Education (SBE) (20 USC 6319; 34 CFR 300.18)

CHARTER SCHOOL OVERSIGHT (continued)

16. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on their behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)
17. Not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law (Education Code 44830.1, 45122.1)
18. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)
19. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)
20. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)
21. If the school receives Title I funds, meet federal requirements for qualifications of paraprofessionals working in programs supported by Title I funds (20 USC 6319)
22. Meet all statewide standards and conduct the student assessments required by Education Code 60605 and 60851 and any other statewide standards or assessments applicable to noncharter public schools (Education Code 47605, 47612.5)
23. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 46201.2, 47612.5)
24. If the school provides independent study, meet the requirements of Education Code 51745-51749.3.
25. Identify and report to the Superintendent of Public Instruction (SPI) any portion of its average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

CHARTER SCHOOL OVERSIGHT (continued)

26. On a regular basis, consult with parents/guardians and teachers regarding the school's educational programs (Education Code 47605)
27. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)
28. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)
29. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)
30. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)
 - a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.
 - b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.
31. Ensure the availability and proper use of emergency epinephrine auto-injectors by: (Education Code 49414)
 - a. Providing school nurses or other voluntary, trained personnel with at least one regular and one junior device for elementary schools and, for secondary schools, one regular device if there are no students who require a junior device
 - b. Distributing a notice at least once per school year to all staff requesting volunteers and describing the training that volunteers will receive
 - c. Providing defense and indemnification to volunteers for any and all civil liability from such administration

CHARTER SCHOOL OVERSIGHT (continued)

32. Promptly respond to all reasonable inquiries from the district, the county office of education, or the SPI, including, but not limited to, inquiries regarding the school's financial records (Education Code 47604.3)
33. Annually prepare and submit financial reports to the district Governing Board and the County Superintendent of Schools in accordance with the following reporting cycle:
 - a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)
 - b. By July 1 each year, an update of the school's goals and the actions to achieve those goals as identified in the charter, developed using the SBE template in accordance with Education Code 47606.5. This report shall include a review of the progress toward the goals, an assessment of the effectiveness of the specific actions toward achieving the goals, a description of changes the school will make to the specific actions as a result of the review and assessment, and a listing and description of expenditures for the fiscal year implementing the specific actions. (Education Code 47604.33, 47606.5)

When conducting this review, the governing body of the school may consider qualitative information including, but not limited to, findings that result from any school quality reviews conducted pursuant to Education Code 52052 or any other reviews. To the extent practicable, data shall be reported in a manner consistent with how information is reported on a school accountability report card. The update shall be developed in consultation with teachers, principals, administrators, other school personnel, parents/guardians and students. (Education Code 47606.5)
 - c. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)
 - d. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)
 - e. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)

CHARTER SCHOOL OVERSIGHT (continued)

- f. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the state Controller and the California Department of Education. (Education Code 47605)



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2015

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April	15	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	26	<i>Regular Board Meeting</i>
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
December	9	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Revised: 05-20-15
Board Approved: 12-10-14

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