

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Debra M. Cordes, President
Mr. Ernest "Mo" Morrison, Clerk
Mr. Denis O'Leary, Member
Mrs. Veronica Robles-Solis, Member
Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

Dr. Cesar Morales
District Superintendent
Mrs. Janet C. Penanhoat
Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Ms. Robin I. Freeman
Assistant Superintendent,
Educational Services

AGENDA #11
REGULAR BOARD MEETING
Wednesday, February 21, 2018
5:00 p.m. – Study Session
Closed Session To Follow
7:00 PM - Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a "**Speaker Request Form**" and submitting the form to the **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 – Charter Spectrum Channel 20 &
Frontier Communications - Channel 37

February 21, 2018

Section A
PRELIMINARY

A.1 Call to Order and Roll Call

5:00 PM

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

A.2 Pledge of Allegiance to the Flag

Dr. Jodi Nocero, Principal at Kamala Academy of the Arts and Technology, will introduce Alexander Rios, 4th grader in Ms. Jana Devine’s class, who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read in English and Spanish by Hernan Nicasio, 8th grader in Mr. Frank Godinez’ class.

A.4 Presentation by Kamala Academy of the Arts and Technology

Dr. Jodi Nocero will provide a short presentation to the Board regarding Kamala Academy of the Arts and Technology. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

A.6 Study Session – Student Achievement Update (Freeman)

The Board of Trustees will receive a presentation from the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability, regarding student achievement. The California School Dashboard shows how well students within the district or at a school are performing on a variety of indicators, including test scores in English Language Arts and Mathematics, suspension rates, and English Learner progress. This Student Achievement Update is an opportunity to highlight the achievement at some of the schools in Oxnard School District. Ventura County Office of Education Associate Superintendent, Dr. Antonio Castro, will also share highlights in our district.

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.

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

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

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigations:
 - Office of Administrative Services Case No.: 2017110489
 - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM
-
2. REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (*Education Code 48912; 20 U.S.C. Section 1232g*)
 - Case No. 17-11 (Action Item)
3. Pursuant to Sections 54957.6 and 3549.1 of the *Government Code*:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernández & Sawhney, LLP
 - Association(s): OEA, OSSA, CSEA;
 - and All Unrepresented Personnel – Administrators, Classified Management, Confidential
 4. Pursuant to Section 54956.8 of the *Government Code*:
 - Conference with Real Property Negotiators (for acquisition of new school site):
 - Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
 - Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
 - Negotiating Parties: Dennis Hardgrave on behalf of the property owners
 - Under Negotiations: Instruction to agency negotiator on price and terms.
 5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s): Discipline/Dismissal/Release Vaca
 - a. Resolution #17-260 of Non-Reelection – CONFIDENTIAL

A.9 Reconvene to Open Session

7:00 PM

A.10 Report Out of Closed Session

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

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

Section A
PRELIMINARY

(continued)

A.11 Recognition of Students – Honoring Oxnard School District’s Million Word Readers
(Freeman/Curtis)

The Board of Trustees will recognize Oxnard School District Students who have read One Million Words.

A.12 Report on Class Size for the 2017-2018 School Year (Penanhoat)

The Board of Trustees will receive a presentation on class size in Oxnard School District for the 2017-2018 school year.

A.13 Report on 2017 Living Wage (Penanhoat)

The Board of Trustees will receive a report from administration regarding Living Wage.

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

Section B
PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

B.1 Comentarios del Público (3 minutos para cada ponente)

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

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

Section C CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

Madrigal Lopez __, **Robles-Solis** __, **O’Leary** __, **Morrison** __, **Cordes** __

C.1 Acceptance of Gifts

It is recommended that the Board accept the following gifts:	Dept/School
▪ From Michele Laguna, McDonald’s General Manager, to R.J. Frank Academy of Marine Science School, a gift basket donation of McDonald’s items for the school’s Career/College Day;	Caldwell
▪ From Gabriel Laguna, Coffee Bean General Manager, to R.J. Frank Academy of Marine Science School, a gift basket donation of Coffee Bean items for the Career/College Day at Frank Academy.	Caldwell

C.2 Agreements

It is recommended that the Board approve the following agreements:	Dept/School
Academic:	
▪ #17-262 with Parent Engagement Academy, to provide a parent-training course for the parents of students at Harrington Elementary School. This training is designed to help parents get involved in their children’s social, emotional, and educational wellbeing and help them be successful in school; amount not to exceed \$2,500.00, to be paid with Title I funds;	Freeman/ Ramirez
Enrichment:	
▪ #17-265 with HOOPITUP! WORLDWIDE, to provide three, 45-minute fitness assemblies for students at Soria School. Assemblies include interactive cardiovascular hoop workouts, latest age appropriate dance moves and music, messages of nutrition from the USDA food plates, messages of self-esteem and anti-bullying, as well as important information for preserving the planet; amount not to exceed \$1,400.00, to be paid with PTA funds;	Freeman/ Fox
Special Education:	
▪ #17-263 with PRN Nursing Consultants LLC to provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-2018 academic year; amount not to exceed \$30,000.00, to be paid with Special Education funds.	Freeman/ Sugden

C.3 Ratification of Agreements:

It is recommended that the Board ratify the following agreements:	Dept/School
Academic:	
▪ #17-267 with Oxnard Performing Arts Center, parents attended a presentation on the restructure of class designations at each school site held on February 6, 2018 at the Oxnard Performing Arts Center, amount not to exceed \$2,706.00, to be paid with Title I funds.	Freeman/ DeGenna

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

Section C
CONSENT AGENDA
(continued)

C.3 Ratification of Agreements (continued):

It is recommended that the Board ratify the following agreements:	Dept/School
Enrichment:	
<ul style="list-style-type: none"> ▪ Approval of Amendment #1 to Agreement #17-182 with Antonio F. Jimenez Jimenez, to provide professional development services for teachers in the Oxnard School District during the 2017-18 school year, original agreement #17-182 in the amount of \$3,000.00. Amendment #1 in the amount of \$7,500.00 is required to cover an increase in services, bringing the total amount to \$10,500.00; to be paid with Title III funds. 	Freeman/ DeGenna
Special Education:	
<ul style="list-style-type: none"> ▪ Ratification of Amendment #1 to Agreement #17-93 with Ventura County Office of Education, to provide support from Special Circumstances Paraeducators for ten (10) special education students for the 2017-18 school year, including Extended School Year, original agreement #17-93 in the amount of \$132,477.35. Amendment #1 is required to cover additional services for three (3) of the original students and is necessary to increase the amount by \$10,941.63, for a total agreement amount of \$143,418.98, to be paid with Special Education funds. ▪ Ratification of Agreement #17-264 with Ventura County Office of Education, to provide exceptional services to special education students (AR080310, AC061009, IO111109, KP033105, KW062904, MZ020305) that consist of support from Special Circumstances Paraeducators for the 2017-18 school year, including Extended School Year; amount not to exceed \$169,328.32, to be paid with Special Education funds. 	Freeman/ Sugden Freeman/ Sugden
Support Services:	
<ul style="list-style-type: none"> ▪ Approval of Amendment #1 to Agreement #17-237 with CAFE 2 – Inspire Program to provide professional development services for parents in the Oxnard School District during the 2017-18 school year, original agreement #17-237 in the amount of \$22,000.00. Amendment #1 in the amount of \$12,000.00 is to cover an increase in services, bringing the total contract amount to \$34,000.00; to be paid with Title III funds. 	Freeman/ Batista

C.4 Approval of Supplemental WAL #005 with Tetra Tech Inc. for a Time Extension of Services to Provide an Environmental Impact Report for the Doris/Patterson Site

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Supplemental WAL #005 for a time extension of services to provide an Environmental Impact Report for the Doris/Patterson Site per Master Agreement #13-132. No fiscal impact.	Dept/School Penanhoat/ Fateh/ CFW, Inc.
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C.5 Approval of Credit Change Order #2, ReGreen Inc.

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Credit Change Order #2 with ReGreen Inc., credit in the amount of (\$60,751.52).	Dept/School Penanhoat/ Fateh
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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.6 Approval of Change Order No. 009 to Construction Services Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 School Reconstruction

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 009 to the Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project; amount not to exceed \$84,923.27, to be paid out of the Master Construct and Implementation funds.	Dept/School Penanhoat/ Fateh/ CFW, Inc.
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C.7 Approval of Work Authorization Letter #10 for Earth Systems Southern California to provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Brekke Elementary School

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #10 for Master Agreement #13-122 with Earth Systems; amount not to exceed \$21,400.00, to be paid out of the Master Construct and Implementation funds.	Dept/School Penanhoat/ Fateh/ CFW, Inc.
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C.8 Approval of Work Authorization Letter #11 for Earth Systems Southern California to provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at McAuliffe Elementary School

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #11 for Master Agreement #13-122 with Earth Systems; amount not to exceed \$21,400.00, to be paid out of the Master Construct and Implementation funds.	Dept/School Penanhoat/ Fateh/ CFW, Inc.
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C.9 Approval of Work Authorization Letter #12 for Earth Systems Southern California to provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ritchen Elementary School

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #12 for Master Agreement #13-122 with Earth Systems; amount not to exceed \$21,400.00, to be paid out of the Master Construct and Implementation funds.	Dept/School Penanhoat/ Fateh/ CFW, Inc.
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C.10 Approval of Work Authorization Letter #13 for Earth Systems Southern California to Provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ramona Elementary School

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #13 for Master Agreement #13-122 with Earth Systems; amount not to exceed \$21,400.00, to be paid out of the Master Construct and Implementation funds.	Dept/School Penanhoat/ Fateh/ CFW, Inc.
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA

(continued)

C.11 Setting of Date for Public Hearing – RFQ/RFP #17-04, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of HVAC Design-Build Services at Five (5) School Sites

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees set the date of Wednesday, April 18, 2018, for a public hearing on RFQ/RFP #17-04, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of HVAC Design-Build Services at five (5) school sites.	Dept./School Penanhoat/ Fateh
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C.12 Setting of Date for Public Hearing - RFQ/RFP #17-05, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of Lighting Retrofit Services at Three (3) School Sites

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees set the date of Wednesday, April 18, 2018, for a public hearing on RFQ/RFP #17-05, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of Lighting Retrofit Services at three (3) school sites.	Dept./School Penanhoat/ Fateh
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C.13 Approval of Notice of Completion, San Miguel Pre-School New Portable Classrooms, Bid #16-03

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #16-03, San Miguel Pre-School new portable classrooms with Viola Inc.	Dept./School Penanhoat/ Fateh
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C.14 Enrollment Reports

Attached for the Board's information is the district's enrollment report for the months of October 2017 through January 2018.	Dept./School Penanhoat
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C.15 Establish/Abolish/Increase/Reduce Hours of Position

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve the establishment, abolishment, increase, and reduction of positions, as presented.	Dept./School Vaca
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C.16 Personnel Actions

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve the Personnel Actions, as presented.	Dept./School Vaca
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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 Reduction in Force: Reduction or Discontinuance of Particular Kind of Service and Adoption of Resolution #17-259 (Vaca)

It is recommended that the Board of Trustees adopt the Reduction in Force and Resolution #17-259, due to the ending of the MSAP Grant and the reconfiguration of support services for students.

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.2 2018 CSBA Delegate Assembly Election (Dr. Morales)

It is the recommendation of the District Superintendent that the Board of Trustees consider whether or not it wishes to vote for two representatives for the 2018 CSBA Delegate Assembly, and have administration submit the official ballot on behalf of the Board of Trustees.

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.3 Approval of the Comprehensive Safe School Plans 20 Sites (Freeman/Ridge)

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Pupil Services that the Board approve the Comprehensive Safe School Plans for all 20 elementary and intermediate Schools.

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

D.4 Consider Adopting Resolution #17-24 of the Board of Trustees of the Oxnard School District Authorizing the Issuance of Sale of General Obligation Bonds, Election of 2016, Series B, in the Aggregate Principal Amount of not to Exceed \$20,000,000, and Approval of Related Documents and Actions (Penanhoat/CFW, Inc.)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board of Trustees adopt Resolution #17-24 and related documents and actions, as outlined above.

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

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

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

Section E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

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

Section F
BOARD POLICIES

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

No Board policies will be approved at this meeting.

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

**Section G
CONCLUSION**

G.1 Superintendent’s Announcements (3 minutes)

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

Notes:

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

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

Notes:

G.3 ADJOURNMENT

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Madrigal Lopez __, Robles-Solis __, O’Leary __, Morrison __, Cordes __

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



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 2/21/18

- Study Session: X
Closed Session:
A-1. Preliminary
A-11. Reports
B. Hearings:
C. Consent Agenda Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
D. Action Items
F. Board Policies 1st Reading 2nd Reading

Student Achievement Update (Freeman)

The California School Dashboard shows how well students within the district or at a school are performing on a variety of indicators, including test scores in English Language Arts and Mathematics, suspension rates, and English learner progress. This Student Achievement Update is an opportunity to highlight the achievement at some of the schools in Oxnard School District. Ventura County Office of Education Associate Superintendent Dr. Antonio Castro will also share highlights in our district.

FISCAL IMPACT:

Information Only

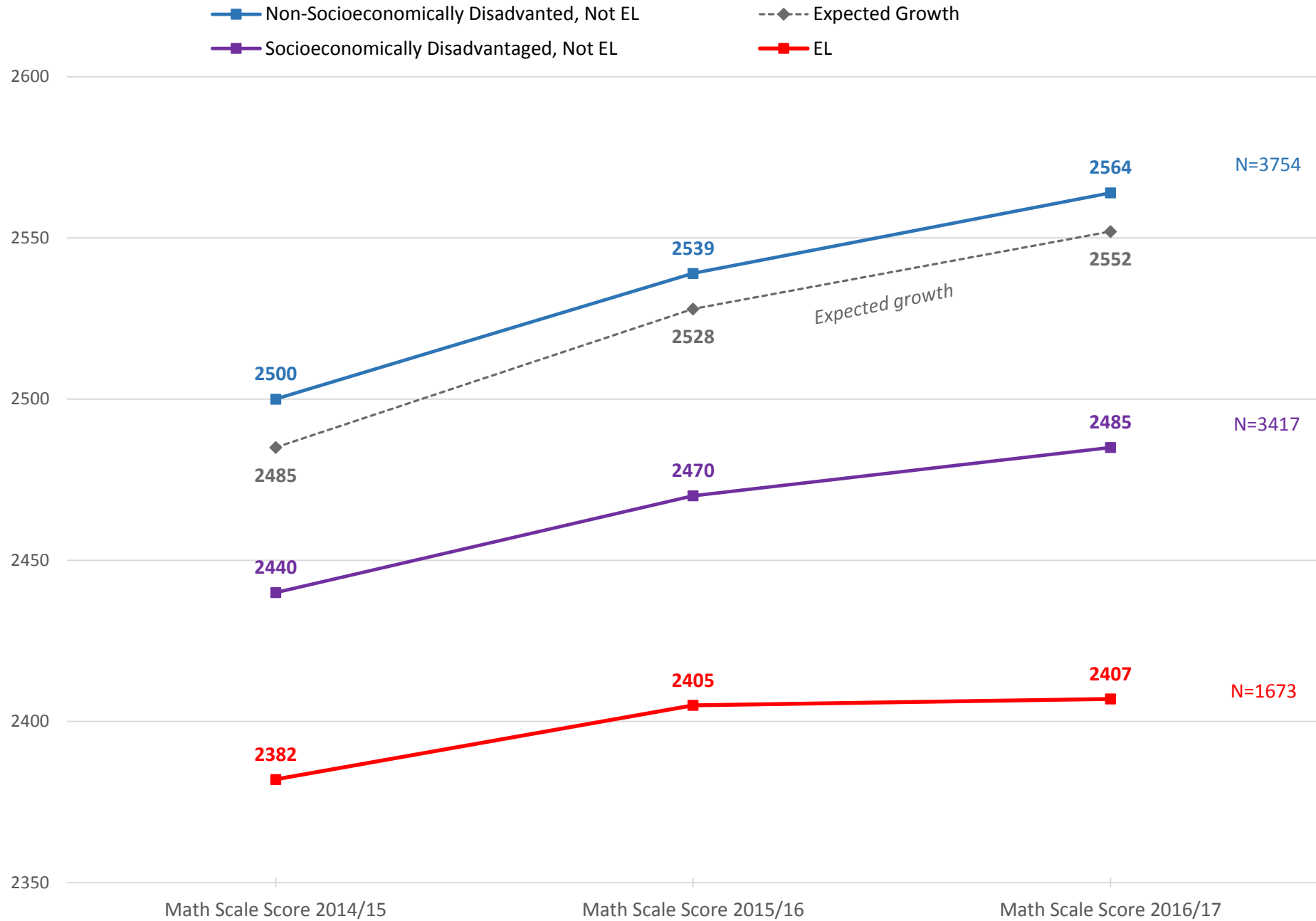
ADDITIONAL MATERIAL:

Attached: None

STUDENT ACHIEVEMENT UPDATE



MATH: Average Scale Score For Grades 4 (2014/15) to Grade 6 (2016/17) Cohort by Socioeconomic and EL Status



California School Dashboard

The Fall 2017 Dashboard shows how districts and schools are performing on test scores, graduation rates and other measures of student success.

Enter a portion of a school name, district name, or county office of education, and then select the Search button to obtain a list of results.

Search

Dashboard Release

Getting started: Take 2 minutes and learn about what you'll see.

[Fast Start Guide](#)[Video Tutorial](#)[Get to Know the Dashboard](#)[Communications Toolkit](#)

The Fall 2017 Dashboard reports are based on the latest state data available. Read our [fall 2017 Data Reference Guide](#) to learn more. The Dashboard will be updated each fall with the most recent available data and design improvements will be made based on user feedback.

Status and Change Report

Oxnard - Ventura County

List of all schools in this district

Enrollment: 16,822

Socioeconomically Disadvantaged: 84.2%

English Learners: 53.6%

Foster Youth: 0.4%

Dashboard Release:

Grade Span: P-8

Charter School: No

Fall 2017






Equity Report

Status and Change Report

Detailed Report

Student Group Report

The status and change report provides the performance level for all students on state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Medium 2.6%	Declined -0.9%
English Learner Progress (1-12)		Medium 70.8%	Increased +4.1%
English Language Arts (3-8)		Low 68.4 points below level 3	Maintained -1.6 points
Mathematics (3-8)		Very Low 96.6 points below level 3	Declined -5.1 points

Mathematics Performance in OSD Schools

IMPROVED

Harrington
McKinna
Rose

MAINTAINED

Chavez
Driffill
Elm
Lemonwood
Marshall
Sierra Linda
Soria

DECLINED

Brekke
Curren
Kamala
McAuliffe
Marina West
Ramona
Ritchen

Frank
Fremont
Haydock

Mathematics (Grades 3-8) - Schools Five-by-Five Placement

Select an Indicator: Mathematics (Grades 3-8) Indicator

Reporting Year: 2017 (Fall)

[View Student Groups Five-by-Five Report](#)

[View Detailed Data](#)

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 point or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 35 or more points above	Green (None)	Green (None)	Blue (None)	Blue (None)	Blue (None)
High zero points to less than 35 points above	Green (None)	Green (None)	Green (None)	Green (None)	Blue (None)
Medium 25 points below to zero	Yellow (None)	Yellow (None)	Yellow (None)	Green (None)	Green (None)
Low More than 25 points below to 95 points below	Orange (None)	Orange <ul style="list-style-type: none"> Christa McAuliffe Elementary Emilie Ritchen Elementary Marina West Elementary Norman R. Brekke Elementary Ramona Elementary 	Orange <ul style="list-style-type: none"> Elm Street Elementary Juan Lagunas Soria Elementary Sierra Linda Elementary Thurgood Marshall Elementary 	Yellow <ul style="list-style-type: none"> Harrington Elementary McKinna Elementary Rose Avenue Elementary 	Yellow (None)
Very Low More than 95 points below	Red (None)	Red <ul style="list-style-type: none"> Oxnard (District Placement) Curren Elementary Fremont Academy of Environmental Science & Innovative Design Haydock Academy of Arts & Sciences Kamala Elementary R.J. Frank Academy of Marine Science & Engineering 	Red <ul style="list-style-type: none"> Cesar E. Chavez Elementary Driffill Elementary Lemonwood Elementary 	Orange (None)	Orange (None)

English Language Arts Performance in OSD Schools

IMPROVED

Elm
Harrington
Kamala
Marina West
McKinna
Ritchen
Rose
Soria

MAINTAINED

Brekke
Chavez
Curren
Driffill
Lemonwood
Sierra Linda

DECLINED

McAuliffe
Marshall
Ramona

Frank
Fremont
Haydock

English Language Arts (Grades 3-8) - Schools Five-by-Five Placement

Select an Indicator: English Language Arts (Grades 3-8) Indicator Reporting Year: 2017 (Fall) [View Student Groups Five-by-Five Report](#)

[View Detailed Data](#)

LEVEL	Declined Significantly by more than 15 points	Declined by 3 to 15 points	Maintained Declined by less than 3 points or increased by less than 3 points	Increased by 3 to less than 15 points	Increased Significantly by 15 points or more
Very High 45 or more points above	Green (None)	Green (None)	Blue (None)	Blue (None)	Blue (None)
High 10 points above to less than 45 points above	Green (None)	Green (None)	Green (None)	Green (None)	Blue (None)
Medium 5 points below to less than 10 points above	Yellow (None)	Yellow (None)	Yellow (None)	Green (None)	Green (None)
Low More than 5 points below to 70 points below	Orange (None)	Orange <ul style="list-style-type: none"> ▪ Christa McAuliffe Elementary ▪ Fremont Academy of Environmental Science & Innovative Design ▪ R.J. Frank Academy of Marine Science & Engineering ▪ Thurgood Marshall Elementary 	Orange Oxnard (District Placement) <ul style="list-style-type: none"> ▪ Curren Elementary ▪ Norman R. Brekke Elementary 	Yellow <ul style="list-style-type: none"> ▪ Juan Lagunas Soria Elementary 	Yellow (None)
Very Low More than 70 points below	Red (None)	Red <ul style="list-style-type: none"> ▪ Haydock Academy of Arts & Sciences ▪ Ramona Elementary 	Red <ul style="list-style-type: none"> ▪ Cesar E. Chavez Elementary ▪ Driffill Elementary ▪ Lemonwood Elementary ▪ Sierra Linda Elementary 	Orange <ul style="list-style-type: none"> ▪ Elm Street Elementary ▪ Emilie Ritchen Elementary ▪ Harrington Elementary ▪ Kamala Elementary ▪ Marina West Elementary ▪ McKinna Elementary ▪ Rose Avenue Elementary 	Orange (None)

Status and Change Report

McKinna Elementary - Ventura County

List of all schools in this district

Enrollment: 722 Socioeconomically Disadvantaged: 92.1% English Learners: 81% Foster Youth: 0.1%

Grade Span: K-5 Charter School: No

Dashboard Release:

Fall 2017






Equity Report

Status and Change Report






Detailed Report

Student Group Report

The status and change report provides the performance level for all students on state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Status	Change
Chronic Absenteeism 	N/A	N/A	N/A
Suspension Rate (K-12)		Very Low 0.1%	Maintained 0%
English Learner Progress (1-12)		Very Low 54%	Increased +5.1%
English Language Arts (3-8)		Very Low 97.6 points below level 3	Increased +3.7 points
Mathematics (3-8)		Low 90.7 points below level 3	Increased +8.8 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

Detailed Report

McKinna Elementary - Ventura County

List of all schools in this district

Enrollment: 722 Socioeconomically Disadvantaged: 92.1% English Learners: 81% Foster Youth: 0.1%

Grade Span: K-5 Charter School: No

Dashboard Release:

Fall 2017

Equity Report

Status and Change Report

Detailed Report

Student Group Report

This report shows information about the indicators used to assess academic performance in the Dashboard. Select any of the underlined indicators for more detailed information.

Academic Performance



State Indicators

English Learner Progress Indicator (Grades K-12)

2015	2016	2017
48.5%	48.8%	54%

The percent of English Learners who made progress towards English proficiency.

Academic Indicators (Grades 3-8): Distance from Level 3

	2015	2016	2017
ELA	-112.1 pts	-101.3 pts	-97.6 pts
Math	-111.8 pts	-99.5 pts	-90.7 pts

District	School	Grade	Eco. Disadv?	EL Status 2016/17	Disability	Scale Score			Scale Score Change 14/15 to 16/17	Distance from Level 3		Ach. Level 2016/17
						14/15	15/16	16/17		14/15	16/17	
Oxnard El	Haydock	6th	Yes	RFEP		2399	2461	2571	+172	-74	+40	Standard Met
Oxnard El	Haydock	6th	Yes	EL		2227	2380	2420	+193	-246	-111	Standard Not Met
Oxnard El	Haydock	6th	Yes	EO		2367	2446	2519	+152	-106	-12	Standard Nearly Met
Oxnard El	Haydock	6th	Yes	EL		2219	2359	2406	+187	-254	-125	Standard Not Met
Oxnard El	Haydock	7th	Yes	EL		2409	2430	2537	+128	-93	-15	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EL		2425	2433	2568	+143	-77	+16	Standard Met
Oxnard El	Haydock	7th	Yes	EL		2317	2453	2457	+140	-185	-95	Standard Not Met
Oxnard El	Haydock	7th	Yes	EL		2420	2422	2550	+130	-82	-2	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	RFEP		2301	2446	2483	+182	-201	-69	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EL		2330	2511	2535	+205	-172	-17	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	RFEP		2522	2618	2655	+133	+20	+103	Standard Exceeded
Oxnard El	Haydock	7th	Yes	RFEP		2362	2473	2523	+161	-140	-29	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	RFEP		2595	2683	2745	+150	+93	+193	Standard Exceeded
Oxnard El	Haydock	7th	Yes	EO		2314	2410	2492	+178	-188	-60	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EL		2431	2521	2577	+146	-71	+25	Standard Met
Oxnard El	Haydock	7th	Yes	EL		2372	2434	2551	+179	-130	-1	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EL		2332	2506	2525	+193	-170	-27	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	RFEP		2402	2453	2529	+127	-100	-23	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EO		2458	2587	2634	+176	-44	+82	Standard Met
Oxnard El	Haydock	7th	Yes	EL		2292	2455	2506	+214	-210	-46	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EO		2540	2610	2693	+153	+38	+141	Standard Exceeded
Oxnard El	Haydock	7th	Yes	RFEP		2434	2424	2573	+139	-68	+21	Standard Met
Oxnard El	Haydock	7th	Yes	EL		2403	2497	2566	+163	-99	+14	Standard Met
Oxnard El	Haydock	7th	Yes	EO	Autism	2363	2392	2522	+159	-139	-30	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EO		2313	2397	2483	+170	-189	-69	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EL		2356	2462	2487	+131	-146	-65	Standard Nearly Met
Oxnard El	Haydock	7th	Yes	EO	SLD	2316	2371	2455	+139	-186	-97	Standard Not Met
Oxnard El	Haydock	7th	Yes	IFEP		2481	2534	2610	+129	-21	+58	Standard Met
Oxnard El	Haydock	7th	Yes	RFEP		2488	2564	2625	+137	-14	+73	Standard Met
Oxnard El	Haydock	7th	Yes	EL		2329	2379	2493	+164	-173	-59	Standard Nearly Met
Oxnard El	Haydock	8th	Yes	RFEP		2442	2547	2573	+131	-89	+6	Standard Met
Oxnard El	Haydock	8th	Yes	EO		2490	2649	2668	+178	-41	+101	Standard Exceeded

TO WHAT DO WE ATTRIBUTE GROWTH?

IMPROVED IN MATH

Harrington
McKinna
Rose

IMPROVED IN ELA

Elm
Harrington
Kamala
Marina West
McKinna
Ritchen
Rose
Soria

PROFESSIONAL LEARNING COMMUNITIES

4 Important Questions:

What do we want students to learn?

How will we know that they've learned it?

What do we do when they haven't learned it?

What do we do when they already know it?

Smarter Balanced System

Designed to assist teachers, administrators, students, and parents to promote high-quality teaching and learning through the use of a variety of assessment approaches and item types.

Formative Assessment - Digital Library

Interim Assessment Blocks

Interim Comprehensive Assessments

Summative Assessment

OSD BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 2/21/18

- A. Preliminary X
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Recognition of Students - Honoring Oxnard School District's Million Word Readers
(Freeman/Curtis)**

Students who have read One Million Words will be recognized by the Board of Trustees. Students will receive a t-shirt that states, "I Read 1,000,000 Words What's your Superpower."

FISCAL IMPACT: None

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: None

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: February 21, 2018

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS X
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

REPORT ON CLASS SIZE FOR THE 2017/18 SCHOOL YEAR (Penanhoat)

The Board will receive a presentation on class size in Oxnard School District for the 2017/18 school year.

FISCAL IMPACT

None - Information only.

RECOMMENDATION

None – information only.

ADDITIONAL MATERIAL

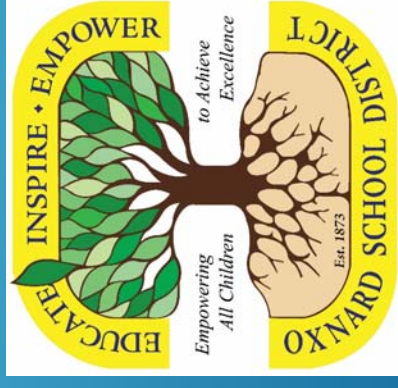
Attached: PowerPoint Presentation - 9 pages

OXNARD SCHOOL DISTRICT 2017/18 CLASS SIZE REPORT

PRESENTED BY

JANET PENANHOAT
ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL
SERVICES

FEBRUARY 21, 2018



- The District is maintaining class size at 24:1 in TK, Kindergarten and First Grade
- The current Grade Span Adjustment (GSA) Revenue per LCFF 2nd Interim Calculation is \$5,474,298.
- Current cost to support GSA with EST's, TK/K/1 additional teachers and paraeducator support is \$7,996,393.

OSD 2017-18 GRADE SPAN ADJUSTMENT

Elementary Support Teacher	\$	3,652,594.00	*
TK/K/1 Teachers added to get to 24:1	\$	3,923,614.00	*
Para Support	\$	<u>420,185.00</u>	*
Total District Cost for GSA	\$	7,996,393.00	
GSA Revenue per LCFF Calculation 2017-18 2nd Interim	\$	5,474,298.00	
Difference - Cost to General Fund	\$	2,522,095.00	

* Includes salary & benefits

OSD 2017-18 CLASS SIZE AVERAGES BY SITE

Site	TK	K	1	2	3	K-3 Avg	4	5	6 Core	7 Core	8 Core	PE	Electives
K-5													
Brekke	19	22	24	29	30	26	32	34					
Elm		24	23	25	27	25	28	31					
Harrington		22	21	28	27	24	34	33					
Marina West	19	21	19	27	22	22	35	33					
Marshall	20	21	22	26	29	24	32	36					
McAuliffe	16	23	24	28	26	25	32	30					
McKinna	21	23	22	29	26	25	27	34					
Ramona	17	24	23	25	26	24	35	34					
Ritchen	13	22	23	30	30	26	33	32					
Rose	15	24	23	22	30	25	31	28					
Sierra Linda	15	19	23	28	28	24	27	29					
K-5 Averages	17	22	22	27	27	25	31	32					
K-8													
Chavez		24	23	24	25	24	27	33	31	27	26	32	24
Curren		24	24	26	27	25	24	33	32	28	24	36	20
Driffill	24	24	23	24	27	24	31	35	34	27	28	26	22
Kamala		23	23	27	27	25	34	32	29	34	32	28	24
Lemonwood		24	23	26	29	25	35	34	32	20	20	34	24
Soria		24	24	29	30	27	33	35	29	31	27	34	28
K-8 Averages	24	24	23	26	27	25	31	34	31	28	26	31	24
6-8													
Frank									29	23	24	35	28
Fremont									29	27	29	32	29
Haydock									31	31	28	42	32
6-8 Averages									30	27	27	37	30
District Averages	21	23	23	26	27	25	31	33	30	27	27	34	27
TK	TK	K	1	2	3	TK-3 Avg	4	5	6	7 Core	8 Core	PE	Electives

DISTRICT PROGRESS

- The district has made progress toward lowering class sizes in most grades.

Districtwide Class Size Averages

Grade	2014-15	2015-16	2016-17	2017-18
TK	28	23	20	21
K	28	23	23	23
1	28	24	23	23
2	28	27	28	26
3	28	28	28	27
4	32	34	32	31
5	33	33	33	33
6 Core	32	32	29	30
7 Core	26	27	26	27
8 Core	26	26	26	27
Electives	26	23	25	27
PE	30	34	34	34

OSD 2017-18 COST TO MOVE 2ND AND/OR 3RD GRADE TO 24:1

	2nd Grade		3rd Grade		Totals
	Student/ Teacher	Additional Cost	Student/ Teacher	Additional Cost	
Total Students	1798		1765		
Current FTE	68		65		
District Class Average	26.4		27.2		
Additional Staff Required to Move to 25:1	4.0	\$425,884	6.0	\$638,826	\$1,064,716
Additional Staff Required to Move to 24:1	3.0	\$319,413	3.0	\$319,413	\$638,829
Total Cost to Move to 24:1		\$745,297		\$958,239	\$1,703,545

Note: Avg Teacher Salary, including benefits \$ 106,471

Classroom Availability

Brekke	2
Marina West	1
Marshall	1
McAuliffe	3
Ritchen	2
Rose Ave	1
Sierra Linda	2

SPECIAL EDUCATION

- Current Special Ed Assessments: 280
- Estimated Qualifying Students: 150
- Estimated Classrooms Needed: 5-13
 - 75 SDC Students = 6 teachers
 - 75 RSP Students = 3 teachers
- Total - 9 teachers @ \$106,471 each = \$958,239

Questions?



BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 02/21/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS X

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

REPORT ON 2017 LIVING WAGE (Penanhoat)

The administration will provide a report regarding Living Wage.

FISCAL IMPACT

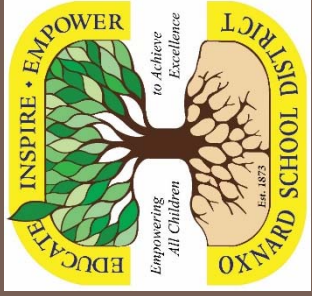
None.

RECOMMENDATION

None – Information only.

ADDITIONAL MATERIAL

Attached: PowerPoint Presentation (8 pages)



OXNARD SCHOOL DISTRICT

REPORT ON 2017 LIVING WAGE

Presented by
Janet Penanhoat
Assistant Superintendent, Business & Fiscal Services

February 21, 2018

Living Wage Resolution

2

- Resolution # 14-15 was unanimously adopted by the Board on November 12, 2014 and specified the following:
 - Effective November 13, 2014, a “living wage” will be established in the Oxnard School District that is equal to a minimum of \$12.17 per hour;
 - An employee of the District eligible for the minimum “living wage” level shall be defined as a full-time or part-time employee, regardless of the number of hours per week worked. Those that would be considered ineligible for this benefit would include: student workers, substitutes, interns, consultants, contract labor or volunteers;

Living Wage Resolution (continued)

3

- ▣ This practice will be reviewed annually by the Board of Trustees;
- ▣ The District, through the appropriate collective bargaining sessions and procedures and consistent with the state law shall, within no more than one year, negotiate and implement collective bargaining agreements that provide for a living wage for all District employees as defined herein;
- ▣ This resolution shall not be interpreted in such a way as to call for any decreases in District employee wages.

Current Employees

4

- Substitute employee classifications are not affected by the resolution, however some sub classifications remain at a rate under the current living wage. Minimum wage rules apply.
- In 2014-15, the District and CSEA successfully negotiated to move non-substitute Campus Assistant positions to the CSEA salary schedule at range 11.5. That rate is currently \$13.40 to \$16.31.
(CSEA Contract 30.9.1)
- The District employed 159 CSEA Bargaining Unit Campus Assistants during Fiscal Year 2016/17.

2017 Living Wage

- ❖ The living wage rate for Ventura County was \$13.39 per hour in 2017.
- ❖ Effective with the 2016-17 school year, the District had no categories of positions paid below the living wage rate. Step increases to salary schedules are made annually per provisions of the CSEA Contract.
- ❖ California Minimum Wage was increased to \$11.00/hour effective January 1, 2018. It will increase to \$12.00/hour on January 1, 2019.

Other Considerations

6

- AB1522 “Healthy Workplaces, Healthy Families Act of 2014”. Allows for 3 days of paid sick leave a year for all employees, if certain work hour criteria are met. This bill went into effect July 1, 2015.

Next Steps

7

- At Board direction, District staff may bring back a revised resolution to include the Ventura County 2017 living wage amount of \$13.39.
- An update on the 2018 living wage information is anticipated to be presented to the Board in November 2018.
- Going forward, staff will review the living wage and report out annually.

Questions?





R.J. FRANK

ACADEMY OF MARINE
SCIENCE & ENGINEERING



RECEIVED
FEB 12 2018
SUPERINTENDENT'S
OFFICE

2/8/18

Michele Laguna
Mc Donald's General Manager
1711 N Oxnard Blvd
Oxnard, CA 93030

RE: Gift Baskets

Dear Michele Laguna,

Thank you so much for the gift basket donation of Mc Donald's goodies to our Career/College Day at Frank Academy. Your gift basket will be an incentive for our school staff to help promote our Career/College Day. Our Career/College Day is on March 7, 2018, we will be hosting presenters from various career fields. Our teaching staff and students appreciate your ongoing support.

In return, Frank Academy will recognize your contribution by informing the Oxnard School District of your support, giving thanks on Lobo News broadcast, and recognition at our staff meeting.

Sincerely,

Dr. Richard Caldwell
Frank Middle School Principal



R.J. FRANK



ACADEMY OF MARINE
SCIENCE & ENGINEERING

RECEIVED
FEB 12 2018
SUPERINTENDENT'S
OFFICE

2/7/18

Gabriel Laguna
Coffee Bean General Manager
2180 N Rose Ave.
Oxnard, CA 93030

RE: Gift Baskets

Dear Gabriel Laguna,

Thank you so much for the gift basket donation of Coffee Bean items to our Career/College Day at Frank Academy. Your gift basket will be an incentive for our school staff to help promote our Career/College Day. Our Career/College Day is on March 7, 2018, we will be hosting presenters from various career fields. Our teaching staff and students appreciate your ongoing support.

In return, Frank Academy will recognize your contribution by informing the Oxnard School District of your support, giving thanks on Lobo News broadcast, and recognition at our staff meeting.

Sincerely,

Dr. Richard Caldwell
Frank Middle School Principal

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/21/18

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items** _____
F. Board Policies **1st Reading** _____ **2nd Reading** _____

Approval of Agreement #17-262 – Parent Engagement Academy (Freeman/Ramirez)

Parent Engagement Academy will provide a parent-training course for the parents of students at Harrington Elementary School. Parent Engagement Academy will recruit parents by phone, provide a needs-assessment session, and a series of weekly training sessions culminating in a graduation ceremony with certificates given to parents who attended three or more sessions. This training is designed to help parents get involved in their children’s social, emotional, and educational wellbeing and help them be successful in school.

FISCAL IMPACT:

Not to exceed \$2,500.00 total or \$90.00 per Parent - Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-262 with Parent Engagement Academy.

ADDITIONAL MATERIAL:

Attached: Agreement #17-262, Parent Engagement Academy (2 Pages)

**PARTNERSHIP AGREEMENT
BETWEEN PARENT ENGAGEMENT ACADEMY
AND
HARRINGTON ELEMENTARY SCHOOL**

PREFACE - AN AGREEMENT FOR COLLABORATION

PARENT ENGAGEMENT ACADEMY -TAX ID# TAX ID# **82-2352048** is a non-profit California corporation consisting of a dynamic group of professionals with a passion for education. They are experts in the field and bring over 20 years of experience in parent engagement, serving low-income families.

VISION: Build a community where parents are actively engaged in their children's overall learning.

PARENT ENGAGEMENT ACADEMY provides a parent engagement course, Families Acting towards Results (**FACTOR**), focusing on the social, emotional and physical development of children from low-income families. This course incorporates useful academic information and 21st century skills. Their research-based curriculum aims to improve students' academic achievement and parent engagement in K-12 schools.

OBJECTIVES - FACTOR PROGRAM

Session 1

1. Get to know the model of "Pathway to success" that will be present throughout the program
2. Learn to recognize the importance of family support in students' academic performance and how to help them express their emotions
3. Recognize anxiety and stress in our children
4. Get to know the Habits of Mind and Practices in Mathematics
5. Learn how to calculate the GPA and come to know honor classes, advanced classes (AP), as well as the GATE Program

Session 2

1. Identify the benefits of having physical activities
2. Understand the importance of adequate nutrition in academic performance
3. Be cognizant of the "core courses", and the A-G requirements
4. Receive information regarding academic records, transcripts and CUM file
5. Identify what are extracurricular activities and their purpose in our children's education

Session 3

1. Support student communication using the given tools and by reading
2. Understand the Common Core State Standards, how they work and what their purposes are, as well as CAASPP assessment exam
3. Learn about the United States Educational System
4. Understand the different committees that the schools have and how parents can get involved.
5. Learn more about the LCFF-LCAP
6. Recognize the importance of the teacher's visit or the academic adviser of our kids and learn techniques for an efficient visit.

Session 4

1. Get to know how the California university system works
2. Locate our children on the pathway to success
3. Identify admission requirements for college
4. Learn how financial education of students affects their academic life
5. Know the financing options for universities
6. Identify STEM careers

Session 5

1. Educate ourselves about the role of technology in our lives, in the academic life of students and how in the future will be relevant to the professional life of students
2. Learn about the 21st century skills and how to support our children in achieving them
3. Understand what the achievement gap is and how to shorten it
4. Create an action plan to support our children to succeed

RECITALS

1. **INDEMNIFICATION:** Each party shall indemnify, defend, and hold the other party harmless from and against any and all claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including, without limitation, attorney’s fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts, or omissions of the indemnifying party or any of its employees, agents and invitees in the exercise of the indemnifying party’s rights or the performance or observance of the indemnifying party’s obligations under this Agreement.
2. **WAIVER OF REMOTE DAMAGES:** Neither party will be liable for breach-of-contract damages that the breaching party could not reasonably have foreseen on entry into this agreement.
3. **DISPUTE RESOLUTION:** In the event that any dispute arises between the parties under or relating to this agreement, the parties hereby agree to attempt to resolve such dispute initially by meeting and conferring. In the event that the dispute cannot be resolved by meeting and conferring, the parties agree to refer the dispute to a mediator for resolution. The parties shall attempt in good faith to agree upon the appointment of a mediator. The parties agree that each party will bear 50% of the costs of mediation.
4. **JURISDICTION:** In the event that any dispute arising under or relating to this agreement cannot be resolved through mediation, the courts of California shall have exclusive jurisdiction to adjudicate the dispute.
5. **GOVERNING LAW:** This agreement shall be governed by and construed in accordance with California law

This agreement shall begin **FEBRUARY 22, 2018 and remain in full force until MAY 31, 2018.** Either party calling a meeting to redefine or extend the terms may renegotiate the terms of this agreement.

The school agrees to pay a fee of \$90.00 per parent. This fee will be assessed for each parent graduate (those parents attending three or more classes during the 7-week training). The fee covers the cost of professionally trained class facilitators, coordinators, recruitment staff, and materials.

SIGNATURES:

HARINGTON ELEMETARY

SCHOOL Name: Lisa A. Franz _____

Title: Director, Purchasing


Signature: _____

Date: _____

PARENT ENGAGEMENT ACADEMY

Name: Maria Elena Meraz _____

Title: Chief Executive Office

Signature  _____

Date: January 11, 2018

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/21/18

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
X Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #17-265 – HOOPITUP! WORLDWIDE (Freeman/Fox)

HOOPITUP! Worldwide will provide three, 45-minute fitness assemblies for students at Soria School. Assemblies include interactive cardiovascular hoop workouts, latest age appropriate dance moves and music, messages of nutrition from the USDA food plates, messages of self-esteem and anti-bullying, as well as important information for preserving the planet.

FISCAL IMPACT:

\$1,400.00 - PTA

RECOMMENDATION:

It is the recommendation of the Principal, Soria School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-265 with HOOPITUP! Worldwide.

ADDITIONAL MATERIAL:

Attached: Agreement #17-265, HOOPITUP! Worlwide (2 Pages)

OSD AGREEMENT #17-265



HOOPITUP! WORLDWIDE

CONTRACT SERVICES AGREEMENT

AGREEMENT made on February 21, 2018 between HOOPITUP! WORLDWIDE (Contractor) and Oxnard School District (Client).

WHEREAS, the parties are desirous of entering into an agreement to wherein HOOPITUP! WORLDWIDE will perform Professional Services for Juan Lagunas Soria School.


NOW THEREFORE, the parties agree as follows:

- 1. As part of this professional service, Hoopitup! Worldwide will perform a school assembly for Juan Lagunas Soria School.**
- 2. The services shall include three - 45 minute fitness assemblies with; interactive cardiovascular hoop workouts; latest age appropriate dance moves and music; messages of nutrition from the USDA food plate; messages of self-esteem and anti-bullying, as well as important information for preserving the planet.**
- 3. Contractor will perform the school assemblies on the school property at Client location 3601 Dunkirk Dr. Oxnard, CA 93035.**
- 4. Contractor will provide all hula-hoops, sound system and extension cords.**
- 5. Client will provide an electrical outlet.**
- 6. Contractor will arrive one-hour prior to the three assemblies for set-up and will need access to drive onto the school property to unload and load equipment.**
- 7. The Client approves an agreement with the Contractor for a fee of \$1,400.00 for professional services.**

8. This Agreement is effective February 22, 2018 and will exist through the day of service on March 13, 2018 from 10:15am - 11:00am and 11:15am - 12:00pm and 12:30pm 1:15pm.

9. Please make checks out to Hoopitup! Worldwide and send to Kelly Breaux: 8555 Cashio Street, #PH1, Los Angeles, CA 90035.

Executed in Oxnard, California on the date above first mentioned.

By -----
Kelly Breaux, Hoopitup! Worldwide Founder

10-20-17
Date -----

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

Date -----

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/21/18

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Agreement #17-263 – PRN Nursing Consultants LLC (Freeman/Sugden)

Requesting approval for PRN Nursing Consultants LLC to provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-2018 academic year. The consultant will provide complete nursing assessments as well as “attend” regular IEP’s via phone.

FISCAL IMPACT:

Not to exceed \$30,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-263 with PRN Nursing Consultants LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-263, PRN Nursing Consultants (2 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (2 Pages)

10315 Woodley Ave., Suite 127
 Granada Hills, CA 91344
 Ph: 818-366-4070
 Fax: 818-831-1939
 PRN@prnnurseconsultants.com

Deborah Velasco
 Director/CEO



CHARTER NURSING SERVICES

School/District: Oxnard School District Date: February 21, 2018

Telephone: (805) 385-1501 Fax: (805) 487-9648

Address: 1051 South A Street Oxnard CA 93030
STREET CITY STATE & ZIP CODE

Request completed by: Lisa A. Franz _____
PRINT NAME SIGNATURE

Director, Purchasing _____ lfranz@oxnardsd.org _____
PRINT TITLE PRINT email address

Exhibit A: Nursing and Audiometry Services available (please check each service charter is requesting):

- School Nurse to complete Health Assessments for Special Education evaluations upon receipt of Special Ed Assessment Plan.
- School Nurses to complete mandates: Vision (K - 2nd - 5th - 8th -10th) & Scoliosis screening (7th grade girls & 8th grade boys).
- School Nurse &/or Audiometrist to complete audio mandates for: K – 2nd – 5th – 8th – 10th .
- Growth & Development presentation for 5th, 6th, or 7th grade students.
- Record Review: Immunizations, CHDP, Defect list, Sports Physical Clearance, other: _____
- In-Service staff: EpiPen, Narcan, Glucagon, Hypoglycemic Reaction, Diabetic Overview, Seizure Precautions, Diastat, Medications, Blood Borne Pathogens (faculty), Immunization guidelines (office staff)
- 504 Plan (Health component)
- Describe any additional services or project requests: _____

1. **Services to be Performed:** Contractor agrees to perform the services described in Exhibit A The Client agrees to furnish space on its premises for the appropriate service. Health Assessments and mandates require student privacy and a quiet environment for valid results.
2. **Terms of Agreement:** This FFS Contract Agreement will become effective when signed by both parties. Contract will continue uninterrupted until either party gives appropriate notice of termination. Either party may terminate by giving the other party thirty (30) day written notification.
3. **California State Education Requirements:** Contractor will ensure that all persons, working at Client's location will meet all California State Education requirements regarding background and health screening. By signing this form the Contractor will verify that all contractor's representatives doing business on Client's property have been properly screened for tuberculosis (TB) and have not been convicted of a violent or serious crime as listed in Section 667.5 or 1192.7 of the California Penal Code.
4. **Insurance:** The Contractor agrees to maintain insurance in a commercially reasonable amount to cover any acts or omissions committed by Contractor's representatives and maintain Professional and General liability coverage.
5. **Modifying the Agreement:** This Agreement may be modified only by a written notification signed by both parties.
6. **Resolving Disputes:** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Los Angeles County, State of California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the parties fail to arrive at a mutually satisfactory solution through mediation within a reasonable time, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Los Angeles County, State of California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including reasonable attorney's fees, may be allocated by the arbitrator.
7. **Terms of Payment:** In consideration for the services to be performed by Contractor:
 Client agrees to pay Contractor a rate of \$80.00 per hour for daily office coverage; \$80.00 per hour – per nurse for State Mandates; \$90.00 per hour, not to exceed 120 minutes (\$180.00) per student for Health Assessments and "one-stop fee" – for consultations and IEPs. Health Assessments include: student physical assessment, record review, parent interview (by phone or at school site), and completion of all required documentation at school site and computer. Extra fees per hour will be charged for intensive cases and IEP attendance. The Client is responsible for payment within 30 days after invoice is provided. An account that is past due over 60 days will incur a penalty of 20% every 30 days.
8. **Representation:** Contractor represents that he or she has the qualifications and ability to perform the services under this Agreement in a professional manner without the advice, control or supervision of Client.
9. **Permits and Licenses:** Contractor has complied with all Federal, State and Local laws requiring business permits and other licenses, including but not limited to credentials, required to carry out the services to be performed under this Agreement.
10. **Nonsolicitation:** For a period of one year after termination of this Agreement, Client agrees not to call on, solicit, or take away Contractor's Nurse or other Consultants which the Client became aware, as a result of Contractor's services for Client.

1. Fee for Service Analysis: To be completed by PRN Nursing Consultants' Office:

Staff: Credentialed School Nurses & Licensed Audiometrists

Date: December 5, 2017

Is the service/material/project available on a fee for service basis? (Yes or No) Yes

1. \$80/hr-for daily Health Office coverage
2. \$80/hr per nurse – for State Mandate Screenings
3. \$90/hr- for all SPED nursing services and consultation (\$180 minimum charge per site visit) and

The estimated cost of the service/materials/project is: \$350-Growth & Development, Epipen Training & Narcan + \$50 Chg/ each additional school (same date). \$325- All other Misc. In-Services

4. Health Cards: \$0.40 each + Shipping & Handling

Estimate completed by: Deborah Velasco – PRN Nursing Consultant Director

Date: December 5, 2017

PRINT NAME/TITLE

Deborah Velasco

SIGNATURE

818-366-4070

TELEPHONE NUMBER.

2. Proceed with the above services at the estimated cost.

Lisa A. Franz, Director, Purchasing

PRINT NAME/TITLE

Date: _____

SIGNATURE

(805) 385-1501 x2414

TELEPHONE NUMBER

3. Upon completion of service you will be sent the completed "Invoice".

Please forward the FEE FOR SERVICE REQUEST to:

PRN NURSING CONSULTANTS

Deborah Velasco

10315 Woodley Avenue

Suite #127

Granada Hills, CA 91344

If you have any questions please call DEBORAH VELASCO at:

- 818-366-4070 Office
- 818-621-3016 Cell
- 818-831-1939 Fax
- email: PRN@prnnurseconsultants.com

10315 Woodley Ave, Ste. 127
Granada Hills, CA 91344
Ph: 818-366-4070
Fax: 818-831-1939
PRN@prnnurseconsultants.com



Deborah Velasco
Director/CEO

CHARTER NURSING SERVICES

2017 – 2018 RATES

SPECIAL ED ASSESSMENTS:

Rates:

- \$90.00 per hour, 2.0 hours per case. Extra fees will be charged at \$90.00 per hour if case requires additional time.

DAILY NURSING SERVICES:

Rates:

- \$80.00 per hour, with 6 hours per day minimal required. Requests for Schools/District/Charters is dependent on current PRN Nursing staff availability.

VISION, AUDIO AND SCOLIOSIS:

Rates:

- \$80.00 per hour, per nurse.
- Coordination fee - flat rate of \$225.00
- The State Mandate Health Cards are \$.40 each.

EPIPEN/NARCAN TRAINING:

Rates:

- \$350 for one school site in-service. **You may add additional staff from other campuses for \$50 per campus that is added to the same in-service.**
- Credentialed School Nurses will train up to **25 volunteers per in-service.**(Current CPR). With School Nurses permission you may add extra volunteers to class at \$5.00 per additional person.
- The class takes approximately one hour to complete.
- The required protocol and documentation for LAUSD or LACOE Review Team, will be provided upon completion.

IN-SERVICES: Diabetes overview and Glucagon Injections; Seizure Precautions and Diastat Administration; Student Specific Protocols; Blood Borne Pathogens or Other In-Services:

Rates:

- \$325.00 per in-service for one school site.

GROWTH AND DEVELOPMENT:

Rates:

- 5th grade Growth and Development presentation is a flat rate of \$350.00. This rate includes in-servicing the boys and girls separately.



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance
OCCURRENCE POLICY FORM



nurses service organization®
Print Date: 7/18/2017

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0587700673 from 08/28/17 to 08/28/18 at 12:01 AM Standard Time

Named Insured and Address:
PRN Nursing Consultants
11737 Avenida Del Sol
Northridge, CA 91326-1501

Program Administered by:
Nurses Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-888-288-3534
www.nso.com

Medical Specialty:
Nursing Firm

Code:
80964

Insurance is provided by:
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

Professional Liability \$1,000,000 each claim \$ 6,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Malplacement Liability
- * Personal Injury Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 8/28/2015 (Defense inside limits)				

General Liability

General Liability \$1,000,000 each claim / \$5,000,000 aggregate
Fire & Water Legal Liability Included in the GL limit shown above subject to \$250,000 aggregate sublimit
Total: \$ 3,846.00

Base Premium \$3,846.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D	G-121501-C1	G-145184-A	G-147292-A	GSL15564	GSL15565	GSL17101
GSL13424	GSL13425	CNA80052	G-123846-D04	CNA81753	CNA81758	CNA82011
CNA79516	CNA79575	G-121504-C	G-123827-B	G-123828-B	G-141231-A	GSL-5587

Medical Specialty is amended to include Consulting Services (GSL-5587)

Chairman of the Board

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.
Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
GSL13425	Business Owner Coverage Extension Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures
CNA79516	Enterprise Privacy Protection
G-121504-C	General Liability Form
G-123827-B (02)	Additional Insured General Liability
G-123828-B (03)	Certificate Holder
G-141231-A (05)	Additional Insured Healthcare Entity
GSL-5587	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)
Master Policy#: 188711433

Named Insured: PRN Nursing Consultan
Policy#: 0587700673

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/21/18

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
 Academic
 Enrichment
 Special Education
 Support Services
 Personnel
 Legal
 Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #17-267 – Oxnard Performing Arts Center (Freeman/DeGenna)

Parents attended a presentation on the restructure of class designations at each school site held on February 6, 2018 at the Oxnard Performing Arts Center.

FISCAL IMPACT:

Not to Exceed \$2,706.00 – Title I

RECOMMENDATION:

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-267 with the Oxnard Performing Arts Center.

ADDITIONAL MATERIALS:

Attached: Agreement #17-267, Oxnard Performing Arts Center (12 Pages)

PERFORMING ARTS AND CONVENTION CENTER
 LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of February 2018, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, ("PACC"), and "Oxnard School District", ("Licensee").

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater ("Theater") as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee's use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/supplies and personnel:

(1) Equipment/Supplies	
(a) Stage Lighting	\$ <u>330.00</u>
(b) House Sound System	<u>0.00</u>
(2) Personnel	
(a) Stage Technicians	\$ <u>861.00</u>
(b) House Manager	<u>200.00</u>
(c) 2 Ushers	<u>140.00</u>
(d) Box Office	<u>N/A</u>

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee (“Executive Director”) and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Tuesday, February 6, 2018 2:00 PM
Moving Out: Tuesday, February 6, 2018 9:00 PM
Program: *Tuesday, February 6, 2018 5:30-7:30 PM*

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of **\$0.00** to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	\$ <u>1,150.00</u>
(2) Equipment/Supplies	<u>330.00</u>
(3) Personnel	<u>1,201.00</u>
(4) Insurance	<u>own</u>
(5) Non-Refundable Processing Fee	<u>25.00</u>
TOTAL	<u>2,706.00</u>

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee’s use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums, exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of "Parent Information-Biliteracy Program Meeting". Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 AM** on the **7th** day of **February 2018**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe

paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented

and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee's performance of this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified

Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
Oxnard School District

Oxnard Performing Arts Center Manager

Lisa A. Franz, Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.



Addendum to Estimate Sheet

Event: Parent Information- Biliteracy Program Mtg

Date: February 6, 2018

Equipment Rental Fees: \$330.00

Recap of Personnel Fees:

Stage Technicians \$861.00
House Manager \$200.00
2 Ushers \$140.00
Box Office Fee n/a

Total Personnel Fees: **\$1,201.00**

Contract Total Fees:

Rental Fee \$1,150.00
Equipment/ Supplies Fee \$330.00
Personnel Charges \$1,201.00
Insurance own
Ticket Printing N/A
Non-Refundable Processing Fee \$25.00
Security Guards Fee n/a

Total Contract Fees: **\$2,706.00**

Less Deposit Paid: _____

Total Due to PACC: **\$2,706.00**

Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

Prepared by: Jose Becerra/ Rental Information/ Phone: (805)766-8535



ESTIMATE ONLY

Date Proce...	Estimate #
2/6/2018	421

Bill To
Oxnard Elementary School District Lydia Alvara

Event Name
Parent Information Biliteracy Program Meeting

Time Of Event	Date Of Event	Tech Info
	2/6/2018	NO

Description	Time	Qty ...	Rate	OT ...	Amount
Stage Lighting			330.00		330.00
House Sound System w/ 3 Wired Mic's			0.00		0.00
EQUIPMENT RENTAL SUBTOTAL					330.00
Tue. 2/06/2018 Setup, Perf. & Strike					
Stage Technical Director	2p - 9p	7	28.00		196.00
Electrician	2p - 9p	7	19.00		133.00
Sound Technician	2p - 9p	7	19.00		133.00
Stagehand (2ea)	2p - 9p	14	19.00		266.00
Stage Desk / Curtain Op	2p - 9p	7	19.00		133.00
STAGE TECHNICAL LABOR SUBTOTAL					861.00

Brad McElmurry Technical Director	PACC Does Not Provide Ladders/ Please Do Not Affix Signs To Painted Surfaces:	Total	\$1,191.00
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/21/18

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
X Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

**Approval of Amendment #1 to Agreement #17-182 – Antonio F. Jimenez Jimenez
(Freeman/DeGenna)**

At the Board meeting of October 18, 2017, the Board of Trustees approved Agreement #17-182 with Dr. Antonio F. Jimenez Jimenez to provide professional development services for teachers in the Oxnard School District during the 2017-18 school year in the amount of \$3,000.00.

Amendment #1 in the amount of \$7,500.00 is required to cover an increase in services, bringing the total contract amount to \$10,500.00. It was determined that additional DLI and TBE professional development is needed.

FISCAL IMPACT:

Not to exceed \$7,500.00 – Title III

RECOMMENDATION:

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #17-182 with Antonio F. Jimenez Jimenez.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
 Agreement #17-182, Antonio F. Jimenez Jimenez (16 Pages)

AMENDMENT #1 TO AGREEMENT #17-182

Dr. Antonio F. Jimenez Jimenez

At the Board meeting of October 18, 2017, the Board of Trustees approved Agreement #17-182 with Dr. Antonio F. Jimenez Jimenez to provide professional development services for teachers in the Oxnard School District during the 2017-18 school year in the amount of \$3,000.00.

Amendment #1 in the amount of \$7,500.00 is required to cover an increase in services, bringing the total contract amount to \$10,500.00. It was determined that additional DLI and TBE professional development is needed.

DR. ANTONIO F. JIMENEZ JIMENEZ:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date

OXNARD SCHOOL DISTRICT

Agreement #17-182

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 18th day of October, 2017 by and between the Oxnard School District ("District") and Antonio F. Jimenez Jimenez ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from October 19, 2017 through June 30, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation shall not exceed Three Thousand Dollars (\$3,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AFSJ (Initials)

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

AFSJ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

AFSJ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

AFJ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ana DeGenna
Phone: 805.385.1501, x2351
Fax: 805.486.7358

To Consultant: Antonio F. Jimenez Jimenez
676 Doris Avenue
Oxnard, CA 93030
Phone: (805) 814.0170
Email: antonio.jimenez@csuci.edu

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

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

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

26. **Administration.** DR. ANA DEGENNA shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

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

10-23-17

Date

Tax Identification Number: 95-6002318

ANTONIO F. JIMENEZ JIMENEZ:

Antonio F. Jimenez Jimenez

Signature

Antonio F. JIMÉNEZ JIMENEZ, PROFESSOR
Typed Name/Title

OCTOBER 2, 2017

Date

Tax Identification Number: 175-78-7491

- Not Project Related
- Project #17-182

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-182

SERVICES

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

***PER ATTACHED SCOPE OF WORK**

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

***PER ATTACHED SCOPE OF WORK**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #17-182

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-182

COMPENSATION

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

Total compensation shall not exceed Three Thousand Dollars (\$3,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$3,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
 Project #17-182

EXHIBIT C
 TO AGREEMENT FOR CONSULTANT SERVICES #17-182

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #17-182

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #17-182

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-182

CONFLICT OF INTEREST CHECK

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

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

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

Date: 10-23-17

By: Lisa A. Franz
Lisa A. Franz
Director, Purchasing

September 20, 2017

Antonio F. Jiménez Jiménez

676 Doris Ave.
 Oxnard, CA 93030
 Phone: 805-814-0170

TO:

Oxnard School District
 1051 South A Street
 Oxnard, CA 93030
 805-385-1501

Quantity	Description	Unit Price	Total
1	Professional Development Workshops for DLI and TBE Oxnard Unified School teachers on the following dates: October 19th, 2017 (4:00-7:00pm). Content: - Morfología (formación de palabras) <ul style="list-style-type: none"> o El género de las palabras (masculino/femenino) o El número de las palabras (singular/plural) o Los prefijos o Los sufijos o Los enclíticos (ej. cántamela) November 9th, 2017 (4:00-7:00pm). Content: - El orden de las palabras en la oración - Los artículos - Los pronombres November 30th, 2017 (4:00-7:00pm). Content: - Los adjetivos - Los adverbios - Las preposiciones - La puntuación (repaso breve a los aspectos diferenciadores entre el inglés y el español) December 7th, 2017 (4:00-7:00pm). Content: - Introducción al sistema verbal en español e inglés - Los tiempos verbales que expresan pasado - El uso del gerundio - La voz pasiva	\$3000 (\$750 per session)	\$3000
TOTAL			\$3000

CERTIFICATE OF COVERAGE		DATE (MM/DD/YYYY) 9/26/2017
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street, 11th Floor San Francisco CA 94111	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S). IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).	
NAMED COVERED PARTY CSU Channel Islands One University Drive Camarillo CA 95929-00259	PROGRAM AFFORDING COVERAGE A: CSURMA B: C:	

COVERAGES
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> SIR \$35,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CSURMA-LIAB-1718	7/1/2017	6/30/2018	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$</td></tr> <tr><td>MED EXPENSE (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	FIRE DAMAGE (Any one fire)	\$	MED EXPENSE (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$4,000,000	PRODUCTS-COMP/OP AGG	\$
EACH OCCURRENCE	\$2,000,000																
FIRE DAMAGE (Any one fire)	\$																
MED EXPENSE (Any one person)	\$																
PERSONAL & ADV INJURY	\$																
GENERAL AGGREGATE	\$4,000,000																
PRODUCTS-COMP/OP AGG	\$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$		\$								
COMBINED SINGLE LIMIT (Ea accident)	\$																
	\$																
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW	CSURMA-WC-1718	7/1/2017	6/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
E.L. EACH ACCIDENT	\$1,000,000																
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																
E.L. DISEASE - POLICY LIMIT	\$1,000,000																
	OTHER																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS
Note: Workers' Compensation Coverage is provided as evidence only.

Oxnard School District, its officers, agents, directors, employees and volunteers are named as additionally insured as respects the use of school district facilities for the CSUCI Workshops conducted by Antonio Jimenez on 10/19/2017, 11/9/2017, 11/30/2017 and 12/7/2017.

Molestation/Abuse Coverage is included in general liability.

CERTIFICATE HOLDER	CANCELLATION
Oxnard School District Attn: Risk Management 1051 South A Street Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>R. [Signature]</i>



California State University Risk Management Authority

Endorsement No.: Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below

Effective: 07/01/2017

Forms a part of MOC No.: CSURMA-LIAB-1718

Issued to: Per Attached Certificate of Coverage

Issued by: California State University Risk Management Authority (CSURMA)

Issued on behalf of Member: CSURMA Member On File With Company

This Endorsement Changes The Memorandum of Coverage. Please Read It Carefully.

ADDITIONAL COVERED PARTY

Section VI. DEFINITIONS - The definition of **Additional Covered Party** is amended to include as a covered party the person or organization shown as the entity "Issued To" above, but only with respect to bodily injury and property damage liability arising out of the "Described Lease or Activity" above for that covered party by or for you.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the commencement of the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract or the limits of liability of this Memorandum, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum.

Any other coverage carried by a certificate holder which may be applicable shall be deemed excess and the **Member's** coverage primary notwithstanding any conflicting provisions in the **Member's** memorandum of coverage.

All other terms and conditions in the memorandum of coverage remain unchanged.
CSURMA0001 (07/10)

Signed: 

Date: 7/1/2017

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/21/18

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Amendment #1 to Agreement #17-93 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

At the Board meeting of August 23, 2017, the Board of Trustees approved Agreement #17-93, in the amount of \$132,477.35, with the Ventura County Office of Education (VCOE) to provide support from Special Circumstances Paraeducators (SCP's) for ten (10) special education students for the 2017-18 school year, including Extended School Year.

Amendment #1 is required to cover additional services or a miscalculation in the original agreement for three (3) students, and it is necessary to increase the amount of Agreement #17-93 in the amount of \$10,941.63, for a total agreement amount of \$143,418.98.

Students:

MP121103 \$ 2,234.44
KP033105 \$ 8,149.71
JA100109 \$ 557.48 (includes Bus Aide)

FISCAL IMPACT:

\$10,941.63 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #17-93 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$10,941.63.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Ventura County Office of Education (3 Pages)



ADDENDUM TO AGREEMENT

November 28, 2017

Oxnard School District
Agreement # OX86B

MP121103

(Mark Anthony Pacheco, DOB 12/11/2003)

Amendment to Special Circumstance Educational Support as specified below:

Agreement was exceeded by 2,234.44.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Educational Support throughout the school day, 330 minutes a day.

6. The term of this contract shall begin 11/28/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u>
(including ESY, if applicable)	(8/16/2017-10/26/2017)
	\$ <u>11,426.80</u>

Original estimated cost: \$ 9,192.36
 Amount added/owed: \$ 2,234.44
Revised Total of Estimated Cost: \$ 11,426.80

Requested by: [Signature]
 Program Manager

Date: 12-15-17

Approved by: _____
 Director, Business Services

Date: _____

Accepted by: _____

Date: _____

Title: Lisa A. Franz, Director, Purchasing



ADDENDUM TO AGREEMENT

November 28, 2017

Oxnard School District
Agreement # OX82B

KP033105

(Kristian Pulido, DOR: 3/31/2015)

Amendment to Special Circumstance Educational Support as specified below:

Agreement was exceeded due to a calculation error.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Educational Support throughout the school day, 330 minutes a day.

6. The term of this contract shall begin 11/28/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u>
(including ESY, if applicable)	(<u>8/16/2017-11/4/2017</u>)
	\$ <u>10,380.94</u>

Original estimated cost: \$ 2,845.89
Amount added/owed: \$ 8,149.71
Revised Total of Estimated Cost: \$ 10,995.60

Requested by: [Signature]
Program Manager

Date: 12.15.17

Approved by: _____
Director, Business Services

Date: _____

Accepted by: _____

Date: _____

Title: Lisa A. Franz, Director, Purchasing



ADDENDUM TO AGREEMENT

November 28, 2017

Oxnard School District
Agreement # OX62B

JA100109

(Jesus Alvarez, DOB 10/1/2009)

Amendment to Special Circumstance Educational Support as specified below:

Agreement was exceeded by 557.48.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Special Circumstances Educational Support during transportation to and from school, 60 minutes a day

6. The term of this contract shall begin 11/28/2017 (IEP date=10/2/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: 2017-2018
(including ESY, if applicable)	(8/16/2017-10/6/2017)
	\$ <u>2,077.60</u>

Original estimated cost: \$ 1,520.12
Amount added/owed: \$ 557.48
Revised Total of Estimated Cost: \$ 2,077.60

Requested by: [Signature]
Program Manager

Date: 12-15-17

Approved by: _____
Director, Business Services

Date: _____

Accepted by: _____

Date: _____

Title: Lisa A. Franz, Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/21/18

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
X Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Agreement #17-264 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (Freeman/Sugden)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2017-2018 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2017-2018:

AR080310	\$ 34,280.40	KP033105	\$ 35,809.20 <i>(Includes Bus Aide)</i>
AC061009	\$ 15,233.12	KW062904	\$ 29,086.40
IO111109	\$ 23,696.40	MZ020305	\$ 31,222.80 <i>(includes Bus Aide)</i>

FISCAL IMPACT:

\$169,328.32 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-264 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$169,328.32.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-264, Ventura County Office of Education (6 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **August 16, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AR080310, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 330 min daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/16/2017 (IEP date=5/23/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2016-2017</u> (including ESY, if applicable) \$ _____ +	UPCOMING: <u>2017-2018</u> (8/16/2017-5/23/2018) \$ <u>34,280.40</u>
---	--

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 34,280.40 (2017-2018 fiscal year only)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 27, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC061009 a Special Education pupil who is a resident of DISTRICT and currently attends, Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support throughout the school day, 350 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/27/2017 (IEP date=6/16/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>11/27/2017-3/16/2018</u> \$ <u>15,233.12</u>	+	UPCOMING: \$ _____
--	---	---	-----------------------

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

 Signature Lisa A. Franz

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
 Special Education Authorized Representative

Approved By: _____
 Business Services Authorized Representative

Date: _____

Estimated Cost \$ 15,233.12

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **December 16, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

- 7. This agreement pertains to providing exceptional service(s) for, IO111109, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
- 8. 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.
- 9. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day, 330 minutes a day. ESY will be calculated at 240 minutes a day.**

- 10. 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.
- 11. 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.
- 12. The term of this contract shall begin 12/16/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>12/16/2017-6/7/2018</u> (ESY: <u>6/11/2018-6/29/2018</u>) \$ <u>23,696.40</u>	+	UPCOMING: <u>2018-2019</u> \$ _____
--	--	---	--

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 23,696.40 (fiscal year 2017-2018 only)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 5, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

- 6. This agreement pertains to providing exceptional service(s) for, KP033105 , a Special Education pupil who is a resident of DISTRICT and currently attends **Phoenix** School a special education program operated by SUPERINTENDENT.
- 7. 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.
- 8. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support 330 minutes a day throughout the school day and 60 minutes a day during transportation to and from school for a total of 390 minutes a day. ESY will be provided at 240 minutes a day throughout the school day and 60 minutes a day during transportation to and from school for a total of 300 minutes a day.**

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

- 9. 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.
- 10. The term of this contract shall begin 11/5/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>11/5/2017-6/8/2018</u> (ESY: 6/11/2018- 6/29/2018) \$ <u>35,809.20</u>	+	UPCOMING: <u>2018-2019</u> \$ _____
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

 Signature Lisa A. Franz

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: _____
 Special Education Authorized Representative

Approved By: _____
 Business Services Authorized Representative

Date: _____

Estimated Cost \$ 35,809.20



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **November 3, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, KW062904, a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 330 minutes a day. ESY minutes will be calculated at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/3/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>11/3/2017-6/8/2018</u> (ESY: <u>6/11/2018-6/29/2018</u>)	UPCOMING: <u>2018-2019</u>
	\$ <u>29,086.40</u>	+

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 29,086.40

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 30, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MZ020305, a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support throughout the school day 330 minutes a day and 60 minutes a day during transportation to and from school for a total of 390 minutes a day. ESY will be provided at 240 minutes a day throughout the school day and 60 minutes a day during transportation to and from school for a total of 300 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/30/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u> <u>11/30/2017-6/8/2018</u> (ESY: <u>6/11/2018-6/29/2018</u>)	UPCOMING: <u>2018-2019</u>
(including ESY, if applicable)	\$ <u>31,222.80</u>	\$ _____

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 31,222.80

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 2/21/18

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
X **Support Services**
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #17-237 – CABE (Freeman/Batista)

At the Board meeting of December 6, 2017, the Board of Trustees approved Agreement #17-237 CABE 2 – Inspire Program to provide professional development services for parent in the Oxnard School District during the 2017-18 school year in the amount of \$22,000.00.

Amendment #1 in the amount of \$12,000.00, is to cover an increase in services, bringing the total contract amount to \$34,000.00. Additional parenting classes/professional development are needed to ensure the timeline approved for each level has been implemented.

FISCAL IMPACT:

Not to exceed \$12,000.00 – Title III

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #17-237 with CABE.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
Agreement #17-237, CABE (3 Pages)

AMENDMENT #1 TO AGREEMENT #17-237
CABE 2 – Inspire Program

At the Board meeting of December 6, 2017, the Board of Trustees approved Agreement #17-237 CABE 2 – Inspire Program to provide professional development services for parent in the Oxnard School District during the 2017-18 school year in the amount of \$22,000.00.

Amendment #1 in the amount of \$12,000.00, is to cover an increase in services, bringing the total contract amount to \$34,000.00. Additional parenting classes/professional development are needed to ensure the timeline approved for each level has been implemented.

CABE PROJECT 2-INPIRE:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Typed Name/Title

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

Date

Date



June 27, 2017

CABE welcomes the opportunity to work with Oxnard School District to offer our Family, School, Community Engagement program. Our program builds the capacity of schools to meaningfully engage parents in their children's education with the outcome being increased student achievement.

The CABE 2-INSPIRE Program works with parents to increase their knowledge about schooling to ensure that parents have vital information about high-quality educational options for their children (especially those traditionally underserved and attending Program Improvement schools). The Project 2-INSPIRE curriculum informs parents of their role in their children's education, works with parents, so they learn how to work with the information acquired and develops parent leadership skills to ensure their participation and collaboration as part of the school community.

All three levels of the program share the same objective and goal: To increase parental engagement in their child's learning at home, school, and/or community; and thereby increase their child's academic achievement. However, each of the levels differs markedly in their approach, strategies, methods, activities, and outcomes for parents and their children.

Level 1- Awareness Level –This level has strong coverage of basic content and skill development delivered through traditional presenter-centered workshop format. The outcome is increased parent knowledge.

Level 2 – Mastery Level (comprised of 12 modules and available to schools and districts participating in the research study) - This participant-centered intensive training is provided at the school with on-going follow-up coaching and mentoring. The sessions will help parents, teachers, and administrators in the same school develop the skills needed to work together as an effective Family-School-Community collaboration team. All of these efforts are clearly linked to specific student academic performance standards.

Level 3 – Expert Level (comprised of 16 modules and available to schools and districts participating in the research study) Trainer of Trainers, builds upon the knowledge and skills developed in Level 2 training in two ways: more in-depth coverage of the topics and issues covered; and, development of specific leadership skills, e.g., outreach, group process and facilitation skills to work with diverse communities, as well as how to engage diverse communities in a collaborative strategic planning process for providing children with quality teaching and learning at home, school, and community. This level provides parents with optimal on-going coaching and feedback as well as opportunities to “practice” teaching of the program modules to other parents.

All three levels are designed to provide parents with a strong awareness of California's school accountability system, academic content and performance standards, standards-based report cards, assessment, public school choice options, and supplemental service providers, in addition to topics

identified by parents (e.g., home learning activities, early childhood education, beyond high school opportunities, goal setting and financial planning for college).

The parent engagement program will be offered at your facility to up to 40 parents attending each cohort (in Spanish). We encourage you and any teachers from the site to also participate in the program so you have an understanding of what the parents are learning and how you can work together as a team.

In order to facilitate communication and schedule the parent engagement program at your school, we suggest appointing one person to whom we can contact to facilitate conducting the parent outreach and training. This person will have the authority to immediately respond to our requests for meeting space and parent outreach information.

The following is our overall schedule of proposed activities for the 2017-18 school year.

1. Approval of Work Proposal and signed District Contract
2. Meeting with school community to outline program, goals and outcomes
3. Orientation meeting for parents and teachers
4. Schedule parent workshops as indicated
5. Conduct meetings per the approved schedule (weekly, biweekly or monthly workshops for parents)

We will be available to work with your school and help you establish a timeline for the services. Thank you again for this opportunity to work with you on this program to effectively engage parents and raise student achievement at your school.

Respectfully,

A handwritten signature in black ink that reads "Jan Gustafson-Corea". The signature is written in a cursive, flowing style.

Jan Gustafson
CABE Chief Executive Officer

SCOPE OF WORK PROPOSAL

CABE PROJECT 2-INSPIRE FAMILY, SCHOOL, COMMUNITY ENGAGEMENT PROGRAM

CABE parent specialists will conduct a series of (12) 3-hour Mastery Level parent leadership development sessions (in Spanish) using the Project 2-INSPIRE Level 2 curriculum for a maximum of 40 parents each cohort and a series of (16) 3-hour Expert Level sessions using the Level 3 curriculum for a maximum of 30 parents (in Spanish). These sessions will be scheduled per a timeline approved by Dr. Marlen Batista. The CABE parent specialist will work with the contact to ensure that all activities are completed and conducted in the best possible manner. This site person will provide all relevant information so that the program is carried out as designed to ensure positive outcomes for parents, students and the school community.

. The following services will be available:

1. Conduct preliminary meetings with principal, teachers and parents
2. Conduct 12 Level 2, 3-hour parent engagement sessions per the approved schedule (weekly or biweekly)
3. Conduct 16 sessions of Level 3, 3-hour parent engagement leadership sessions per the approved schedule (weekly or biweekly)
4. Site agrees to provide LCD Projector and Screen
5. Site is responsible for graduation announcements, special guest invitations and celebration
6. Site agrees to return a signed copy of proposal along with a Purchase Order.
7. CABE agrees to provide certificates for graduating participants
8. CABE agrees to provide a Certificate of Liability of up to 1M if requested
9. Provide any make-up sessions for participants who have missed no more than 3 sessions.

The cost for the program is as follows;

Level 2 Mastery Cohort (in Spanish) \$10,000 for 40 participants. Any additional participants will be billed at \$175 each.

Level 3 Expert Cohort (in Spanish) \$12,000 for minimally 30 participants. Any additional will be billed at \$195 each.

Total due to CABE for Level 2 and Level 3 = \$22,000

CABE CEO



Tax ID #:953151449



12-13-17

Lisa A. Franz
Director, Purchasing
Oxnard School District
1051 South A St.
Oxnard, CA 93030

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 2/21/18

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-1: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA X

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

- SECTION D: ACTION _____
- SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

APPROVAL OF SUPPLEMENTAL WAL #005 WITH TETRA TECH INC. FOR A TIME EXTENSION OF SERVICES TO PROVIDE AN ENVIRONMENTAL IMPACT REPORT FOR THE DORIS PATTERSON SITE (Penanhoat/Fateh/CFW)

The Oxnard School District (District) is proceeding with an Environmental Impact Report (EIR) for proposed facilities at the Doris/Patterson site. The proposed project includes the construction and operation of a new K-5 elementary, 6-8 middle school and District administrative center on a 25-acre site at the southeast corner of Doris Avenue and North Patterson Road.

In November 2013, the Board of Trustees approved Master Agreement #13-132 with Tetra Tech Inc. to perform CEQA/DTSC compliance related services to the design and construction of new school projects and modernizations. At that time, the Board also authorized the District, in consultation with Caldwell Flores Winters, Inc. (CFW), to issue Work Authorization Letters (WAL's) to the prequalified firms as the need for such services arose. On December 9, 2015, the Board approved WAL #005 with Tetra Tech Inc. to provide an Environmental Impact Report for the Doris/Patterson site.

This agenda item authorizes the issuance of Supplemental WAL #005 as follows:

- Master Agreement: **#13-132**
- WAL: **Supplemental #005**
- Consultant: **Tetra Tech, Inc.**
- Date Issued: **February 22, 2018**
- Amount: **Not applicable, time extension only**

This Supplemental WAL extends the services of Tetra Tech, Inc. through March 30, 2018; and no additional fees will be added as a result of this Supplemental WAL.

FISCAL IMPACT

None

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Supplemental WAL #005 for a time extension of services to provide an Environmental Impact Report for the Doris Patterson Site per Master Agreement #13-132.

ADDITIONAL MATERIAL

Attached: Supplemental WAL #005, Tetra Tech, Inc. (1 Page)
WAL #005, Tetra Tech, Inc. (16 Pages)
Master Agreement #13-132, Tetra Tech, Inc. (36 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 2/22/2018
SITE NAME: Doris Patterson Site	DSA #
MASTER AGREEMENT #: 13-132	OPSC #
WAL #: Supplemental #005	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Tetra Tech, Inc. Street: 5383 Hollister Avenue Suite 130 City, State, Zip: Santa Barbara, CA 93111 Phone: 805-681-3101

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Time extension of services per approved WAL #005 to prepare an Environmental Impact Report.
 (ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 12/19/2015	COMPLETION DATE: 3/30/2018
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FIXED FEE AMOUNT: Not applicable, time extension only

This fee amount is based upon Consultant's proposal dated _____ 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 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.

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: Patricia Raphael Garcia (CFW)	PREPARED BY: Patricia Raphael Garcia (CFW)
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER Master Construct and Implementation Program Funds	
COST ID: 6171 - Environmental Studies	

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

SPECIAL INSTRUCTIONS:



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #: Land Acquisition	DATE: 9-Dec-15
SITE NAME: Doris/Patterson New M.S. Academy Site	DSA # N/A
MASTER AGREEMENT #: 13-132	OPSC # N/A
WAL #: 005	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 prepare an Environmental Impact Report of the proposed New Academy Site. The environmental analysis will be prepared in full compliance with CEQA, and CEQA guidelines (California Code of Regulations, Title 14, Sections 15000 - 15387 [As amended January 4, 2013])

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 19-Dec-15	COMPLETION DATE: 19-Dec-16
------------------------------	-----------------------------------

FIXED FEE AMOUNT: One Hundred Seventy Eight Thousand Three Hundred Seventy Dollars \$178,370.00

This fee amount is based upon Consultant's proposal dated 29-Oct-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 superseded 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	
<i>Lisa A. Franz</i> (SIGNATURE)	<i>12-18-15</i> (DATE)	<i>Mate</i> (SIGNATURE)
		<i>11/11/15</i> (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	

Greg Grant
(PM APPROVAL SIGNATURE)

11/09/2015
(DATE)

SPECIAL INSTRUCTIONS:



October 29, 2015

M-2208Rev2
100-SBA-P150022

Mr. Greg Grant
Caldwell Flores Winters, Inc.
1901 S. Victoria Avenue, Suite 106
Oxnard, California 93035

Subject: Updated Revised Proposal to Prepare an Environmental Impact Report for the Oxnard School District's Proposed New Elementary School and Academy Project located within the proposed Teal Club Specific Plan Area.

Dear Greg:

Tetra Tech, Inc. (Tetra Tech) is pleased to present this updated revised proposal to prepare an Environmental Impact Report (EIR) for the Oxnard School District's (OSD's) proposed K-5th grade Elementary School and 6th-8th grade Middle School Academy project (hereafter referred to as the Site or Project). The project site includes 25-acres at the corner of Doris Avenue and North Patterson Road in the County of Ventura and within the sphere of influence of the City of Oxnard. The project site is located within the proposed Teal Club Specific Plan area. However, OSD intends to move forward with the school project regardless of the outcome of the Specific Plan. The City of Oxnard (City) 2030 General Plan land use map identifies the project site for public/semi-public, park, and open space. The project is designated as Agricultural Urban Reserve (40 acre minimum) in the Ventura County General Plan.

The proposed project will include joint-use facilities to support a K-5 elementary school and a grade 6-8 middle school academy separated by playfields. The middle school is anticipated to have around 1,200 students and the elementary school would have 600-900 students. A complete site plan is not currently available. The proposed school facilities are anticipated to include:

- Classrooms;
- Joint Administration/Library;
- Multi-Use facility with cafeteria;
- Gymnasium;
- Parking Lots and drop off area; and
- Turfed Athletic Fields.

OSD is moving forward with the proposed project regardless of the outcome of the Teal Club Specific Plan and is seeking the preparation of the necessary CEQA (California Environmental Quality Act) documentation, anticipated to be an Initial Study/Notice of Preparation (IS/NOP) and EIR to support the project.

Tetra Tech, Inc.

5383 Hollister Avenue, Suite 130, Santa Barbara, CA 93111
Tel 805.681.3100 Fax 805.681.3108 www.tetrattech.com

SCOPE OF WORK

TASK 1 – CEQA DOCUMENT PREPARATION

OSD requires environmental analysis documents that are in full compliance with CEQA and the CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000-15387 [As amended January 4, 2013]). Tetra Tech will complete Task 1 - CEQA Document Preparation as required by CEQA in the following subtasks:

- Task 1.1 – Revise Initial Study (IS)/Notice of Preparation (NOP) and Scoping;
- Task 1.2 – Administrative Draft Environmental Impact Report (EIR);
- Task 1.3 – Public Draft EIR;
- Task 1.4 – Draft Response to Comments;
- Task 1.5 – Response to Comments and Final EIR;
- Task 1.6 – Public Meetings and Public Notices; and
- Task 1.7 – Ventura Local Agency Formation Commission (LAFCO) and Other Agency Coordination.

For this project, Tetra Tech will utilize information presented in environmental documentation prepared to date for the Teal Club Specific Plan Area, and any other relevant available environmental documentation. Additionally, Tetra Tech will utilize the County of Ventura’s and City of Oxnard’s plans and policies governing land use and development for the Site and vicinity to determine consistency of the proposed project with existing County and City plans and policies.

Task 1.1 – Revise Initial Study/Notice of Preparation (IS/NOP) and Scoping

Planning and Coordination/Initial Meetings. Tetra Tech will conduct one site visit and interview project engineers, project proponents, and OSD Staff to gather information related to the proposed project. Tetra Tech will attend a kick-off meeting. We will also plan to attend two meetings with the Developer and/or their CEQA consultant to assist in scoping this proposed project. Throughout the work effort, Tetra Tech will prepare meeting notes for any face-to-face meetings, which will be submitted electronically, via e-mail, for all attendees. Tetra Tech will also contact relevant governmental agencies to obtain information necessary to prepare the IS.

Tetra Tech will be provided a copy of the draft Initial Study (IS) that was prepared for a 20 acre middle school project and will update the IS to reflect the current project (25 acre elementary and middle school campus). This will include preparing a new project description and revising the resource topics sections as needed to reflect the increased project area. If warranted, Tetra Tech will make recommendations for additional technical studies. The necessity for these technical studies typically varies with the project, the proposed site location, and availability of existing information. Tetra Tech will utilize existing technical studies for the site to the extent feasible, including those prepared for the Teal Club Specific Plan EIR. Tetra Tech will attend and participate in meetings, as requested by the OSD, planned to include a kick-off

meeting, two meetings of the OSD Staff and/or Board, one public scoping meeting to be conducted during the 30-day NOP comment period (if desired), and the OSD public hearing to certify the EIR.

Draft/Final NOP. Tetra Tech will prepare a Notice of Preparation (NOP). Per CEQA Guidelines Section 15082, the NOP is to include a description of the project, project location, and probable environmental effects of the project. Combining the IS and NOP and incorporating project exhibits, Tetra Tech will prepare a Draft IS/NOP for review and approval by OSD. Environmental resources for which no significant impacts are expected will be identified. Topics requiring further evaluation in the EIR will also be identified. The Final IS/NOP will incorporate all of OSD's comments on the Draft IS/NOP. 50 copies will be reproduced and distributed via certified mail to agencies and other interested parties on the IS/NOP distribution list.

Task 1.2 – Administrative Draft Environmental Impact Report (EIR)

Administrative Draft EIR. Tetra Tech will prepare the Administrative Draft EIR for review by OSD. The Administrative Draft EIR will include an introduction; project description; description of effects found not to be significant (if applicable); analysis of each issue area analyzed in the EIR, planned to include a description of the existing conditions, an analysis of project impacts, environmental determination, and mitigation measures as applicable; alternatives analysis; other required CEQA EIR sections as well as references, persons/agencies contacted, and a list of preparers. It is anticipated that the following impact categories could be screened out with analysis and discussion in the IS, and may not require further discussion in the EIR:

- Mineral Resources
- Recreation

Specific topical areas to be addressed in the EIR are as follows:

Aesthetics and Visual Resources. An aesthetic and visual impact evaluation of the proposed school site will be performed. Characterizing aesthetic impacts can be highly subjective; therefore, evaluation of aesthetic resources in the landscape requires objectively identifying the visual features of the landscape and determining their importance and sensitivity of receptors that view them. This process includes: 1) identifying sensitive receptors who have views of the project site and then determining the relative importance of these views; 2) identifying and qualitatively evaluating the project-related changes in the aesthetic character of the site and surrounding area, based on the modification of the physical conditions and the viewer sensitivity; 3) analyzing policies to determine the project's consistency with relevant local, state and/or federal land use policies; and 4) determining light and glare impacts by comparing existing light sources with proposed project conditions. It is anticipated that visual simulations depicting before and after conditions will not be required and are not included in this scope of work.

Agriculture and Forestry Resources. Direct and indirect impacts associated with conversion of agricultural land to non-agricultural use will be evaluated. Impacts on agricultural resources will be assessed based on parcel size, soil type, water availability, agricultural suitability, crop or agricultural use, existing and historic use, and agricultural preserve potential. The State Important Farmlands map will be reviewed and the project site will be characterized. Impacts of locating a school near agricultural operations will be also discussed including the Ventura County Agricultural/Urban Buffer Policy and Farming Near Schools, A Community Guide for Protecting Children. School projects within 300-feet of



agricultural operations will require a meeting by the County's Agricultural Policy and Advisory Committee (APAC) and Tetra Tech will be available to assist with this as needed, per Task 1.7 below.

Air Quality and Greenhouse Gas Emissions. An Air Quality/Greenhouse Gas analysis will be conducted to support the Air Quality and Greenhouse Gas Emissions sections of the EIR. Tetra Tech will consult with the Ventura County Air Pollution Control District to identify both permitted and non-permitted facilities and other significant pollution sources within 0.25 mile of the proposed school site.

Biological Resources. Certain special-status species (i.e., listed species and California Species of Special Concern) do frequent agricultural lands. Tetra Tech will assess the potential presence of and impacts on sensitive biological resources including sensitive species or jurisdictional waters of the United States and will document the results in the biological resource section of the EIR.

Cultural Resources. Tetra Tech will conduct a cultural resources records search with the California Historic Resources Information System (CHRIS) and incorporate the results into the EIR section. This scope assumes that there is not a publicly available cultural resource report for the project site. A Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC) was already conducted for the Teal Club Specific Plan area and Native American cultural resources were not identified (NAHC NOP Response Letter to SCH#200508112, May 21, 2012). Therefore, a new SLF search is not proposed in this scope of work. Per AB 52, tribal consultation may be required and Tetra Tech would be available to assist with this task as authorized by OSD as part of Task 1.7 below.

Geology/Soils. Review of the following relevant geologic and geotechnical data (as available) will be conducted to support the Geology/Soils section of the EIR: geologic maps and literature, geotechnical data, hydrogeologic data, and seismotectonic data, historical aerial photographs, and readily available flood zone maps. Relevant information from the Geohazard Study report for the Proposed Teal Club Middle School Academy prepared by Koury (February 2014) and the Geotechnical investigation prepared by Geolabs- Westlake Village for the Teal Club Specific Plan Area (February 4, 2004) will also be incorporated.

Hazardous Materials. The Phase I Environmental Site Assessment for the Site prepared by Ninyo & Moore (March 2015), will be reviewed: geologic and hydrogeologic literature, historic aerial photographs and topographic maps of the Site and surrounding area; Site reconnaissance data and results of interviews with the current Site owners; evaluations of on-site hazardous substances use, storage, and/or disposal; information concerning interaction with applicable municipal, regional, and State agencies regarding review of available records and permits. Acquisition and review of a regulatory agency database report is also planned to occur within 6 months of EIR release for public comment.

Tetra Tech will also evaluate the potential hazardous material/hazardous waste-related impacts for the proposed project, summarize investigations of past and present hazardous or solid waste sites on the property and/or any hazardous substance releases, identify above or underground pipelines that carry hazardous substances as well as any facilities within 0.25 mile of the site to fulfill requirements of Sections 21151.4 and 21151.8 of the CEQA statute. This will include a discussion of the one high pressure natural gas pipeline and one high volume water pipeline located within 1,500 feet of the proposed project. Discussion of the nearby airport and railroad facilities will also be incorporated. Relevant information from the Aircraft Hazard and Land Use Risk Assessment (Revised) for the Teal Club Specific Plan and Nearby Parcels will be incorporated.

Hydrology and Water Quality. Potential project impacts on water quality standards, groundwater supply, and surface runoff will be evaluated along with potential impacts from flooding. Tetra Tech will utilize relevant information from the Final Water Supply Assessment and the Preliminary Drainage Report prepared for the Teal Club Development.

Land Use and Planning. Tetra Tech will review the project for consistency with the County of Ventura's, City of Oxnard's, and Ventura LAFCO's plans and policies. In addition, since the project site is located within the vicinity of Oxnard Airport, land use policies in the Airport Comprehensive Land Use Plan for Ventura County and land use policies related to locating schools near airports in the California Airport Landuse Planning Handbook will be incorporated.

Land Use and Planning in the EIR is expected to be a complex issue for the proposed school site. The project site is located within the County of Ventura within the City of Oxnard's CURB [City Urban Restriction Boundary] and SOI [Sphere of Influence]. In addition, the project site is also within City Buffer Boundary (CBB) based on review of the City of Oxnard Jurisdictional Boundaries Map. Save Open-Space and Agricultural Resources (SOAR) established a CBB that lies outside of the CURB line and is coterminous with the Oxnard Area of Interest.

The location for the middle and elementary school project is within the proposed Teal Club Specific Plan (Specific Plan) area. The Teal Club Specific Plan is currently undergoing environmental review. The Specific Plan project includes a General Plan Amendment, Annexation, Specific Plan, Rezone and Subdivision. The proposed 25 acre school project does conflict with the land uses identified in the proposed Specific Plan. Given the District plans to build a 25-acre school which is more than the 8-acre site identified in the proposed Specific Plan, it is likely that the Specific Plan will require revision. Substantial revisions to the Teal Club Specific Plan would also require re-circulation of the Teal Club draft EIR.

It is our understanding that OSD intends to move forward with developing school facilities at the project site regardless of the outcome of the proposed Teal Club Specific Plan in order to accommodate existing student demand. The EIR land use section will address these various land use topics including consistency with land use plans and policies and compatibility with surrounding uses.

Noise. A Noise technical analysis will be prepared to support the Noise section of the EIR. The acoustical analysis will document the location of any sensitive noise receptors and estimate traffic noise for the existing environment and proposed project. The Noise EIR section will address noise impacts typically associated with a school project and suggest mitigation measures for any significant short-term or long-term impacts.

Population and Housing. No impacts in terms of displacement of existing housing or displacement of substantial numbers of people are anticipated. Impacts related to inducement of substantial population growth in the area will be analyzed for the proposed project.

Public Services. The availability and non-cost-related impacts of proposed projects on public services will be presented. These services include fire, police, and medical services.

Transportation/Traffic. A traffic impact study will be prepared for the proposed project by Stantec Consulting Services, Inc. (Stantec) under subcontract to Tetra Tech. It is our understanding that the majority of middle school students would be bused to school. The traffic study will include analysis of up

to 8 intersections and will estimate traffic generated by the proposed project. Level of Service (LOS) calculations will be done for existing conditions, cumulative conditions and 2030 General Plan conditions with, and without, the proposed project. Feasible mitigation measures will be identified when applicable. In addition, the report will review the project site access and circulation plan including bicyclist and pedestrian access and safety. A review of emergency access and the parking plan will be conducted and recommendations for improvements (if need) will be done. The report will also recommend safe route to school and drop-off/pickup areas. Tetra Tech will utilize the traffic report for the preparation of the EIR traffic section.

It is our understanding that the traffic study for the Teal Club Specific Plan (also prepared by Stantec) may be updated to include new traffic counts. Should this be the case, we will attempt to coordinate with the Developer and their CEQA consultant for Teal Club to share costs associated with new traffic counts for relevant study intersections for the school project. The traffic study is currently scoped as time and materials and we hope this additional coordination may save the District money.

Utilities/Service Systems. Potential impacts on potable water treatment and distribution, wastewater collection and treatment, storm water collection and discharge, electricity, natural gas, and solid waste from the proposed project will be evaluated. Tetra Tech will also review the Teal Club Development Infrastructure Review and incorporate relevant information.

Other CEQA. The Administrative Draft EIR will also address growth-inducing impacts, significant unavoidable adverse impacts, and effects found not to be significant.

Alternatives. Tetra Tech will work with OSD to identify a reasonable range of project alternatives. We will evaluate up to three project alternatives including the no project alternative. Examples of potential alternatives include a smaller project and/or another location. This may also include an alternative site within the Teal Club Specific Plan area.

Task 1.3 – Public Draft EIR. Tetra Tech will respond to comments on the Administrative Draft EIR, complete necessary revisions, and publish the Draft EIR for public review. This scope assumes one round of review. Tetra Tech will then reproduce 50 copies of the Draft EIR (10 copies for OSD and 40 copies for public distribution) with EIR Appendices on CD. Tetra Tech will also reproduce 15 copies of the EIR Executive Summary with accompanying CDs of the Draft EIR and EIR Appendices and submit to the State Clearinghouse.

Task 1.4 – Draft Response to Comments. Tetra Tech will prepare written responses to comments received on the Draft EIR that raise significant environmental issues. The fee estimate for this task does not include new analysis, issues, alternatives, or substantial project changes.

Task 1.5 – Response to Comments and Final EIR. Tetra Tech will complete revisions to the Draft Response to Comments (one round of review) and include the finalized version in the Final EIR. The Final EIR will consist of the Draft EIR; final version of the Response to Comments; and a Mitigation, Monitoring, and Reporting Program (MMRP). Tetra Tech will prepare project Findings and Statement of Overriding Considerations and will draft a resolution to be reviewed by OSD legal staff. This scope of work includes one round of review and revisions of the Findings and Statement of Overriding Considerations and draft resolution.

Task 1.6 – Public Meetings and Public Notices. Tetra Tech will assist in the preparation for and attend one public meeting/hearing for the proposed school project after the public review period has ended in order to approve and certify the EIR. Tetra Tech will also prepare one public notice for hearing notification. The notice would be published in two local newspapers (English and Spanish) for one day, and posted on the OSD’s internet website.

Task 1.7 Ventura LAFCO and Other Agency Coordination. Given the complexity of the land use requirements and multiple agency jurisdictions, Tetra Tech will be available to assist OSD with agency coordination to obtain project approvals. This task is anticipated to include Ventura LAFCO, Caltrans Division of Aeronautics, FAA and the County’s Agricultural Policy Advisory Committee. Other agencies may be added as authorized by OSD. Tetra Tech staff will be available on-call to address District planning needs and have allocated up to 144 hours for this task.

Tetra Tech will help with the coordination with the City of Oxnard and Ventura LAFCO regarding annexation into the City of Oxnard and any needed special districts (such as Calleguas Water District). Tetra Tech will gather necessary information to support the LAFCO application including, but not limited to the following elements:

- Project description;
- Proof of OSD’s interest in the project Site;
- Vicinity map;
- Applicable project and site plans; and
- Other requested information that can be readily obtained.

Agency filing fees including LAFCO filing fees and associated fees with Ventura County are not included in this scope. School projects within 300-feet of agricultural operations will require a meeting by the County’s Agricultural Policy and Advisory Committee (APAC) and Tetra Tech will be available to assist with this as needed.

The project site is also located within Safety Zone 6 (Traffic Pattern Zone) for Oxnard Airport and additional coordination with Caltrans Division of Aeronautics, FAA, and the Ventura County Airport Land Use Commission is anticipated.

KEY PROJECT PERSONNEL

Mr. Randy Westhaus (Project Manager) will provide technical oversight and project management 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, geotechnical/geologic hazards investigations, and CEQA document preparation for school projects in California including several in Ventura County.

Ms. Emilie Johnson, AICP (CEQA Specialist) has worked at Tetra Tech for over 5 years and has over 24 years’ experience in CEQA and National Environmental Policy Act (NEPA) document preparation, providing representation at public hearings and presentations, and governmental coordination. Ms. Johnson’s experience in CEQA/NEPA document preparation includes large, complicated, controversial environmental compliance documents and general plan/long-range planning documents. She has managed and participated in projects that have included the development of public school facilities;

residential communities; roadway, water, wastewater, and fiber optic infrastructure facilities; utility-scale solar and wind facilities; residential and patient health care facilities; and off-road vehicular recreation areas. Ms. Johnson has managed and participated in large, multidisciplinary project staffs of scientific, engineering, and technical personnel on projects involving knowledge of and experience dealing with CEQA/NEPA, Clean Water Act, Clean Air Act, National Historical Preservation Act, Endangered Species Act, and multiple State and local regulations and related issues.

Ms. Renee Longman, AICP, LEED-AP BD+C (CEQA Specialist). Ms. Longman is an urban and environmental planner with extensive experience in the preparation and management of CEQA/NEPA technical documents, permitting, and coordination with government and regulatory agencies. She has worked on a variety of projects including transportation, energy (Solar, Wind, Power Plants, and Oil & Gas), mixed-use, educational (K-12 and higher education), industrial, and public works. As a planner, she works with public agencies in the identification of existing land use conditions, analyzing a proposed project for compatibility with existing land uses, and assessing the consistency of a proposed project with relevant planning policies and regulations. Ms. Longman also has experience in preparing aesthetics studies for environmental documents, zoning compliance, design review, and public outreach efforts including public workshops and community meetings

Mr. James R. Steele (Geology Soils/Hazardous Materials) is a California Professional Geologist, (No. 5963), Certified Engineering Geologist (No. EG 1906), and California Certified Hydrogeologist (No. HG 247) with over 27 years' experience performing engineering geology studies and environmental assessments. Mr. Steele has extensive experience managing and performing PEAs, Phase I GEHAs, and Geohazard Assessment/Geotechnical Soil Investigations for proposed school sites throughout California including Ventura County. He is thoroughly familiar with regulatory agency guidelines and requirements for school construction projects, and has extensive experience working with CDE, DTSC, CGS, and DSA.

Mr. Steve Dodson, P.G. (Geology/Soils/Mineral Resources/Risks/Hazardous Materials) is a geologist with 21 years' experience with Tetra Tech performing Phase I ESAs, PEAs, contaminated groundwater site investigations, groundwater monitoring program implementation, large scale fuel impacted site remediation, and oil field assessments. Mr. Dodson's expertise extends to site investigations including site work plan preparation, field program implementation, geologic and chemical data acquisition and interpretation, analytical data interpretation and reduction, and report preparation. Mr. Dodson has experience assessing sites with soil, groundwater, and surface water contamination including metals, chlorinated solvents, pesticides, PCBs, dioxins, furans, and fuel components. Mr. Dodson has experience supervising field operations for large scale soil remediation projects. Mr. Dodson is also a member of Tetra Tech's Schools Program and has participated in numerous projects for school districts throughout California including Phase I ESAs, PEAs, Supplemental Site Investigations, Removal Action Work Plans and CEQA documents.

Mr. Tim Tringali (Hydrology/Water Quality) is an environmental scientist and Project Manager with nearly 15 years of experience in a variety of water quality-related issues for federal, State, and local entities. Mr. Tringali is currently managing sampling, deliverables, and compliance for the Phase II Storm Water Management Program, the Phase I Storm Water Industrial program, Ambient Water Quality Program, and the Non-Point Source Program at Vandenberg AFB, California. Mr. Tringali is a U.S. Environmental Protection Agency (EPA) inspector for California-Wide Phase I Municipal Storm Water Audits, which includes coordination with State and local regulatory agencies, and production of final



audit report. Mr. Tringali has also assisted the CCRWQCB with the review of storm water management plans associated with Region 3 school districts.

SUBCONTRACTORS

Tetra Tech has established long-term working relationships with a variety of subcontractors who provide services for our school site projects. For this project, we plan on using Stantec to prepare a traffic impact study for this CEQA document. Stantec (formerly Penfield and Smith) has been providing quality services in California since 1946 and is a full-service engineering consulting firm specializing in traffic engineering, transportation planning, traffic signal design, parking and Caltrans processing as well as civil engineering, surveying and mapping, civil structures engineering and other services.

PROJECT SCHEDULE

An EIR can generally be prepared within a 12-month time frame, which includes a 45-day public comment period. Involvement in a LAFCO annexation effort and potential general election will add 4 to 6 months to the general timeline, extending the process to approximately 18 months. Public meetings/hearings will be held at times coordinated with OSD. A schedule for the proposed OSD Middle School Academy EIR is presented in Table 1.

Table 1
Proposed Schedule for the Proposed Middle School Academy IS/NOP and EIR

Deliverable	Schedule
Kickoff Meeting	10 days after Notice to Proceed
Revised Draft IS	10 days after kickoff meeting
Notice of Preparation	10 days after kickoff meeting
Comments from OSD requested	15 days after receipt of Administrative Draft IS/NOP
Final IS/NOP	15 days after receipt of comments from OSD
Distribute IS/NOP	15 days after receipt of comments from OSD
Project Scoping Meeting (if held)	During 30-day NOP Comment Period
Administrative Draft EIR	90 days after completion of Final IS
Comments from OSD requested	15 days after receipt of Administrative Draft EIR
Notice of Completion/Notice of Availability	Publish in conjunction with release of Public Draft EIR
Public Draft EIR	15 days after receipt of comments from OSD
Public Comment Period	45 calendar days
Response to Comments	30 days after conclusion of public comment period and receipt of all comments
Administrative Draft Final EIR for review by OSD	30 days after conclusion of public comment period/receipt of all comments
Comments from OSD requested	15 days after receipt of Administrative Draft Final EIR
Final EIR for distribution	15 days after receipt of comments by OSD
Certification of Final EIR	10 days after Final EIR distributed
Notice of Determination	Within 5 days of Final EIR certification

Note: The schedule days are working days unless specified otherwise.

ASSUMPTIONS

Several assumptions have been made in developing this proposal and cost estimate that if not valid, will constitute a change in the scope of work, requiring an adjustment in project cost. We will notify you of any such changes in writing. Assumptions and limitations to our scope of work are:

- The available site data are accurate and do not require excessive verification.
- The site is readily accessible.
- There will be no requirement to assess groundwater conditions beneath the site.
- There are no wetlands or other sensitive habitats or special-status species located within the proposed site. Costs to provide detailed biological surveys, special-status species

surveys, or agency consultations are not included in this cost estimate.

- Tetra Tech will review the IS and make revisions as needed to address the current project scope including the increased project size (additional five acres). Once the IS has been updated, some of the 17 resource areas may be eliminated from further analysis within the EIR. This cost estimate has assumed that all 17 resource areas will be addressed within the provided IS (along with mandatory findings of significance), only minor revisions will be needed to environmental resource topics, and only two issue areas (mineral resources and recreation) will be excluded from the EIR.
- Tetra Tech assumes that only a preliminary amount of research and analysis will be performed during the revision of the IS. Technical studies will not be completed for the IS. Recommendations for additional technical studies will be assessed during review and revision of the IS.
- Two public notices (NOA and public meeting to certify EIR) will be published in two local newspapers (English and Spanish) and will be paid for by OSD directly. The two public notices and the EIR executive summary will be translated into Spanish. We have assumed that OSD will be responsible for translating the two public notices and EIR executive summary into Spanish. We have also assumed that OSD will provide a Spanish translator for the public meeting. Costs to publish the two notices and translate any documents or meetings into Spanish are not included in this cost proposal.
- The IS is anticipated to be 50 pages and the EIR is anticipated to be 300 pages. Ten hard copies of the Draft IS, Final IS, Administrative Draft EIR, Public Draft EIR and Final EIR will be prepared for OSD. Forty hard copies of the Public Draft EIR will be prepared and distributed to the mailing list. Fifteen copies of the Public Draft EIR executive summary and 15 compact discs (CDs) of the Public Draft EIR and Appendices will be sent to the State Clearinghouse. A PDF copy of each version of the CEQA documents will also be provided to OSD.
- The Tetra Tech Project Manager and Principal Environmental Planner will attend one kickoff meeting, two project meetings, one scoping meeting (if held), and one public hearing in Oxnard related to the CEQA document. It is assumed that only limited public comments will be received on the Public Draft EIR and that no more than 76 total hours by CEQA and technical specialists will be required to prepare the Administrative Draft Response to Comments. OSD will pay any CEQA filing fees with the State Clearinghouse, CDFW, Ventura County Clerk, and other agencies; these costs have not been included in the proposal.
- No surveys for special-status species or special studies are included (wetlands delineations, burrowing owl surveys, etc.). Costs for biologists to attend any site visits with agency personnel or attend any meetings are not included. Results will be incorporated into the EIR Section and does not include a stand-alone biological resources report. Tetra Tech will have access to the project areas. In areas that are not accessible, binoculars will be used. If special-status species are observed, Tetra Tech will be required to report the data to the applicable regulatory agencies, which may include the USFWS and CDFW. Costs to purchase historical aerial photographs have not been included. No changes to the project footprint will occur once the project has been started.

- Alternative analysis will include up to 3 alternatives including the no project alternative.
- No air modeling/risk assessment is required.
- This scope of work does not include preparing an Aircraft Hazard and Land Risk Assessment.
- LAFCO coordination is limited to gathering relevant information to support the initial filing of the application. Once filed, additional support would be under a separate scope and cost as authorized.
- This scope does not include preparing legal descriptions and associated maps.
- Tetra Tech staff will be available on-call to address District planning needs and have allocated up to 144 hours for Task 1.7. Tetra Tech will advise OSD of the time spent at regular intervals. This task does not include the preparation of new technical studies or analysis.
- This cost estimate is based on our understanding of the current regulatory framework for the Site. Should regulations change or if additional regulatory requirements are imposed, the project work scope and costs may need to be modified.
- If significant changes to the proposed project description occur, additional costs may be incurred.

ESTIMATED PRICE

Tetra Tech proposes to perform Tasks 1.1 through 1.7 as described above, on a time and materials basis for a Not-to-Exceed price of \$178,370. Our price estimate is included in Table 2. Our price is based on an assumed level of effort that may vary depending on the ease of Site access and field conditions. Table 3 contains a summary of our time and materials labor rates. Additional out of scope services, meetings, or reports that are requested by the OSD will be billed on a time and materials basis.

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 and no warranty or guarantee, expressed or implied, is included or intended in this proposal or in any subsequent report, opinion, or document.

The OSD should recognize that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, carefully implemented with the appropriate equipment and experienced personnel under the direction of a trained and registered professional who functions in accordance with a professional standard of care, may fail to detect certain conditions because they are hidden, and therefore cannot be considered in the development of a subsurface exploration program. The passage of time must also be considered, and the OSD should recognize that due to natural occurrences or direct or indirect human intervention at the site or at areas distant from it, actual conditions might change quickly. It should further be recognized that nothing can be done to eliminate risks altogether, but certain techniques can be applied by Tetra Tech to help reduce them to that level deemed tolerable by the OSD. In any event, the scope of services provided by Tetra



Tech must be that which the OSD agrees to or selects in light of personal risk preferences and other considerations.

CONTRACTUAL TERMS AND CONDITIONS

We propose to perform these services in accordance with Master Services Agreement #13-132 between OSD and Tetra Tech and the agreed scope of services in this revised proposal. Tetra Tech will begin implementation of the proposed scope of work immediately following receipt of written authorization from you acknowledging your acceptance of this revised proposal and a work authorization letter from OSD.

If you have any questions regarding our revised proposal, please contact Randy Westhaus at (805) 681-3101 or by email at randy.westhaus@tetrattech.com. We appreciate this opportunity to present our revised proposal for your very important new school project.

Sincerely,

TETRA TECH, INC.

A handwritten signature in black ink that reads 'Emilie L. Johnson'.

Emilie L. Johnson, AICP
Principal Environmental Planner

A handwritten signature in black ink that reads 'Randy T. Westhaus'.

Randy T. Westhaus, P.E.
Project Manager/California Schools
Director

Attachments: Table 2 – CEQA Price Estimate
Table 3 – Time and Material Rates

cc: Campbell, J. (Tt SMX)
Longman, R. (Tt SBA)

Table 2
Price Estimate_Rev 2
Prepare an Environmental Impact Report for the Oxnard School District's Proposed Academy Site located within the Teal Club Development
October 29, 2015

LABOR Category	Rate	Task 1.1 - Revise Initial Study (IS)/Notice of Preparation (NOP) and Scoping		Task 1.2 - Administrative Draft Environmental Impact Report (EIR)		Task 1.3 - Public Draft EIR		Task 1.4 - Draft Response to Comments		Task 1.5 - Response to Comments and Final EIR		Task 1.6 - Public Meetings and Public Notices		Task 1.7 (Optional) - Ventura LAFCO Coordination		TOTAL	
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Director	\$211	14	\$2,956	20	\$4,222	8	\$1,689	8	\$1,689	10	\$2,111	8	\$1,689	16	\$3,378	84	\$17,734
Professional Geologist/Associate Director	\$173	4	\$692	35	\$6,052		\$-	4	\$692		\$-		\$-		\$-	43	\$7,436
Principal-Level CEQA Specialist	\$170	24	\$4,074	114	\$19,351	24	\$4,074	20	\$3,395	24	\$4,074	12	\$2,037	60	\$10,185	278	\$47,189
Principal-Level Engineer/Scientist	\$147		\$-	18	\$2,654		\$-		\$-		\$-		\$-		\$-	18	\$2,654
Mid-Level CEQA Specialist	\$94	32	\$3,021	168	\$15,863	36	\$3,399	32	\$3,021	52	\$4,910	12	\$1,133	60	\$5,665	392	\$37,013
Noise Specialist	\$141		\$-	40	\$5,644		\$-		\$-		\$-		\$-		\$-	40	\$5,644
Senior-Level Geologist/Project Manager	\$112	4	\$450	8	\$900	12	\$1,349	12	\$1,349	12	\$1,349		\$-		\$-	48	\$5,398
Senior-Level CEQA Specialist	\$126		\$-	10	\$1,262		\$-		\$-		\$-		\$-		\$-	10	\$1,262
Senior-Level Engineer/Scientist	\$108		\$-	52	\$5,627		\$-		\$-		\$-		\$-		\$-	52	\$5,627
Associate-Level Engineer/Scientist	\$71		\$-	38	\$2,701		\$-		\$-		\$-		\$-		\$-	38	\$2,701
Mid-Level Engineer/Scientist	\$98	4	\$390		\$-	16	\$1,562	12	\$1,171	12	\$1,171	12	\$1,171		\$-	56	\$5,466
Administration	\$77	8	\$620	12	\$929	4	\$310	4	\$310	4	\$310	4	\$310	4	\$310	40	\$3,098
Senior GIS Graphics/CADD	\$102	4	\$407	16	\$1,630	8	\$815	8	\$815	8	\$815		\$-		\$-	44	\$4,481
Junior-Level Word Processing/Publications	\$54	8	\$433	12	\$649	32	\$1,731	12	\$649	12	\$649	4	\$216	4	\$216	84	\$4,545
TOTAL LABOR		102	\$13,043	543	\$67,485	140	\$14,929	112	\$13,092	134	\$15,389	52	\$6,556	144	\$19,754	1,227	\$150,248
OTHER DIRECT COSTS		Units	Amount	Units	Amount	Units	Amount			Units	Amount	Units	Amount	Units	Amount	Units	Amount
Reproduction	\$0.09	1,500	\$135	3,000	\$270	15,000	\$1,350	500	\$45	4000	\$360	500	\$45	500	\$45	25,000	\$2,205
Computer Usage per Hour	\$1.75	102	\$179	543	\$950	140	\$245	112	\$196	134	\$235	52	\$91	144	\$252	1,227	\$1,895
Cultural Record Search	\$600.00		\$-	1	\$600		\$-		\$-		\$-		\$-		\$-	1	\$600
Fex Ex	\$15.00		\$-	2	\$30	20	\$300	1	\$15	2	\$30	1	\$15	2	\$30	28	\$390
Mileage	\$0.58	400	\$230	480	\$276		\$-		\$-		\$-	480	\$276	240	\$138	1,600	\$782
Subtotal ODCs			\$544		\$2,126		\$1,895		\$256		\$625		\$427		\$465		\$6,337
G&A Cost on ODCs at 14.13%			\$77		\$300		\$268		\$36		\$88		\$60		\$66		\$895
Markup on ODCs at 0%			\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$-
TOTAL ODCs			\$620		\$2,427		\$2,163		\$292		\$713		\$487		\$531		\$7,233
SUBCONTRACTORS			Amount		Amount		Amount		Amount		Amount		Amount		Amount		Amount
Traffic (Stantec)			\$-		\$16,300		\$-		\$2,690		\$-		\$-		\$-		\$18,990
Subtotal on Subcontractors			\$-		\$16,300		\$-		\$2,690		\$-		\$-		\$-		\$18,990
Mark up on Subcontractors at 10%			\$-		\$1,630		\$-		\$269		\$-		\$-		\$-		\$1,899
TOTAL SUBCONTRACTORS			\$-		\$17,930		\$-		\$2,959		\$-		\$-		\$-		\$20,889
TOTAL ESTIMATED AMOUNT			\$13,663		\$87,842		\$17,092		\$16,343		\$16,102		\$7,044		\$20,285		\$178,370

Table 3
Tetra Tech Time and Materials Rates
Prepare an Environmental Impact Report for the Oxnard School
District's Proposed Academy Site located within the Teal Club
Development
October 29, 2015

Labor Category	Hourly Billing Rate
Vice President	\$234.46
Director	\$211.12
Professional Geologist/Associate Director	\$172.93
Principal-Level Engineer/Scientist	\$147.47
Principal-Level CEQA Specialist	\$169.74
Senior-Level CEQA Specialist	\$126.25
Mid-Level CEQA Specialist	\$94.42
Junior-Level CEQA Specialist	\$79.57
Senior-Level Geologist/Project Manager	\$112.46
Mid-Level Geologist/Project Manager	\$94.42
Junior-Level Geologist/Project Manager	\$79.57
Senior-Level Environmental Technician	\$101.85
Senior-Level Engineer/Scientist	\$108.21
Mid-Level Engineer/Scientist	\$97.60
Junior-Level Engineer/Scientist	\$79.57
Associate-Level Engineer/Scientist	\$71.08
Mid-Level Environmental Technician	\$93.36
Junior-Level Environmental Technician	\$71.08
Associate-Level Environmental Technician	\$61.53
Noise Specialist	\$141.10
Administration	\$77.45
Senior GIS Graphics/CADD	\$101.85
Graphics/CADD	\$97.60
Senior-Level Word Processing/Publications	\$90.18
Mid-Level Word Processing/Publications	\$80.63
Junior-Level Word Processing/Publications	\$54.11

Notes:

Rates Effective through September 30, 2016

Rates apply to normal working hours.

Subcontractors will be billed at cost plus 10% profit

Rates for field equipment are quoted upon request.

Out-year rates escalated at 3.0% per fiscal year (Oct through Sep)

**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

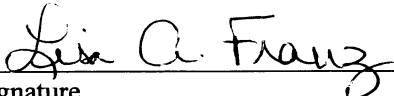
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination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

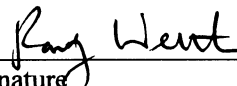
- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, 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>		
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:		

Not Project Related

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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

Not Project Related

Project #13-132

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.

- Not Project Related
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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:

Not Project Related

Project #13-132

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 #13-132

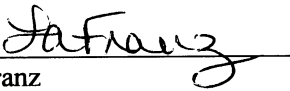
CONFLICT OF INTEREST CHECK

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

Project #13-132

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

Not Project Related

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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

Not Project Related

Project #13-132

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.

Not Project Related

Project #13-132

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.

Not Project Related

Project #13-132

- 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.

Not Project Related

Project #13-132

- 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

Not Project Related

Project #13-132

- 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.

- Not Project Related
 Project #13-132

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 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:		

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 <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 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			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

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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,

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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**

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All other terms, conditions and exclusions shall remain the same.

Form 107414

107414 (03/11)



CHANGE ORDER

Date: 2/21/2018

CHANGE ORDER NO. 2

PROJECT: Oxnard School District LED Lighting
Retrofit Services at 17 Sites

O.S.D. BID No.16-52
O.S.D. Agreement No. 16-255

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

Consultant: Cumming Corporation
523 West 6th St. Ste. 1001
Los Angeles, CA 90014

CONTRACTOR: ReGreen Corporation
120 Standard St.
El Segundo, CA 90245

Architects Proj. No.: N/A
D.S.A. File No.: N/A
D.S.A. App. No.: N/A

Attn:

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.....	\$ 1,261,917.53
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 1,261,917.53
NET CHANGE -	(\$60,751.52)
Total Change Orders to Date:	(\$ 60,751.52)
ADJUSTED CONTRACT SUM THROUGH CREDIT CHANGE ORDER NO..2:.....	\$1,201,166.01

Commencement Date:5/15/17
Original Completion Date:10/23/17
Original Contract Time:161 Days

Time Extension for all Previous Change Orders:42 Days

Time Extension for this Change Order: ...(excusable, non-compensable).....0 Days

Adjusted Completion Date:12/4/17

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Credit- Reduction in scope at Driffill School	X			
2.	Credit- Rose Ave. school deleted	X			
3.	Credit- McKinna School deleted	X			
4.	Credit- reduction in sensor installation at multiple sites	X			
	Totals				

Total Change Order No. 2 (\$ 60,751.52)

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

CONSULTANT: Cumming Corporation

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL: _____

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL: _____

DATE: _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 2/21/18

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- X** Facilities

SECTION D: ACTION _____

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

Approval of Change Order No. 009 to Construction Services Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 School Reconstruction (Penanhoat/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School (“Project”). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, Kindergarten classroom building and playfields, hardscape and green space to service the new school.

The original Facilities Implementation Plan called for the construction of the new school beginning in phase 2 of the program in 2017-2018 academic year. CFW, working in consultation with District staff, has accelerated the commencement of construction as a result of thoughtful planning and early access to General Obligation Bond dollars that were not projected to be available until the future.

Change Order No. 009 provides for the Board’s approval of seven (7) PCI’s: PCI 0210.1, 0219.1, 0231, 0258, 0266, 0287 and 0306 all of which are work related to unforeseen conditions or additional scope of work requested by the District.

FISCAL IMPACT

Eighty-Four Thousand Nine Hundred Twenty-Three Dollars and Twenty-Seven Cents (\$84,923.27) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 009 to the Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Change Order No. 009 (2 Pages)
- PCI # 0210.1 (16 Pages)
- PCI # 0219.1 (4 Pages)
- PCI # 0231 (26 Pages)
- PCI # 0258 (6 Pages)
- PCI # 0266 (3 Pages)
- PCI # 0287 (3 Pages)
- PCI # 0306 (6 Pages)
- #15-198 Construction Services Agreement (19 Pages)



CHANGE ORDER

Date: 02.21.2018

CHANGE ORDER NO. 009

PROJECT: LEMONWOOD K-8 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 3 MacArthur Place, Suite 850
 Santa Ana, CA 92707

CONTRACTOR:
SWINERTON BUILDERS
 865 South Figueroa St., Suite 3000
 Los Angeles, CA 90017
Attn: Mr. Michael Darquea

Architects Proj. No.: 2013-40121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116026

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	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-008)	\$ 1,380,989.97
ADJUSTED CONTRACT SUM	\$ 30,956,887.88
NET CHANGE -	\$ 84,923.27
Total Change Orders to Date: 009	\$ 1,465,913.24
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 009	\$ 31,041,811.15
Commencement Date:	May 23, 2016
Original Completion Date:	July 23, 2018
Original Contract Time:	791 Calendar Days
Time Extension for all Previous Change Orders:	157 Calendar Days
Time Extension for this Change Order:	0 Calendar Days
Adjusted Completion Date:	December 27, 2018
Percentage	(4.72%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 0210.1 IT Infrastructure Change		\$31,682.62		
2.	PCI 0219.1 Remove concrete encased playground equipment within contaminated soils area	\$10,559.21			
3.	PCI 0231 Unforeseen obstruction encountered in existing campus area during new sewer installation	\$21,477.30			
4.	PCI 0258 Add galvanized steel plate at eliminated SCE equipment	\$1,366.60			
5.	PCI 0266 Seal and wax resilient floors		\$14,822.35		
6.	PCI 0287 Add redwood header at eastern property fence line	\$2,341.97			
7.	PCI 0306 Add power and data receptacles in MPR storage room		\$2,673.22		
	Totals	\$35,745.08	\$49,178.19		

Total Change Order No. 009 \$ 84,923.27

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. SUPT. OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



October 11, 2017

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

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0210.1 Bulletin 42 Owner requested changes to the classroom IT infrastructure

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Due to changed requirements in the Owners IT provisions, add conduit and boxes for control devices. This revised pricing reflects the revised location of the above ceiling control box. New location requires power source to be run in EMT, not pigtail as originally thought.

Phase	Category	Description	Subcontractor	Quote
092900	71140	Due to changed requirements in the Owners IT provisions, add conduit and boxes for control devices	RUTHERFORD CO., INC.	2,018.00
260010	71140	Owner changes to the IT infrastructure in Classroom Building. Add CAT 6e jacks, power to control box	TAFT ELECTRIC COMPANY	20,595.00
260010	71140	Due to changed requirements in the Owners IT provisions, add conduit and boxes for control devices	TAFT ELECTRIC COMPANY	6,436.00
			Subtotal	29,049.00
007480	71160	Subguard	1.15%	334.06
007410	71160	Builders Risk	0.6%	176.30
007420	71160	General Insurance	1.15%	337.91
007510	71160	P&P Bond	1%	290.49
991000	79999	Change Order Fee	5%	1,494.86
			Markup Subtotal	2,633.62
			PCI Total	31,682.62

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **31,682.62.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 5 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



not accepted within 5 days of its issuance.

» This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

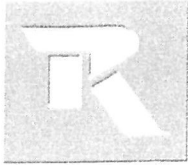
Bill Gray
PM
Date: _____

10/11/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Rutherford Co., Inc.

2107 Crystal Street
Los Angeles, CA 90039
Phone: (323) 666-5284 / Fax: (323) 665-0328
www.rutherfordco.net

Date:	03/02/17
RCI Job #:	16-075
RCI COR #:	047
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL**

DESCRIPTION OF WORK:

OTP#28130: We demoed & patched drywall where electrical boxes were added after work was complete.

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$73.12	24	HRS	\$ 1,754.88	
	Regular-Foreman	\$0.00	0	HRS	\$ -	
	Regular-Superintendent	\$0.00	0	HRS	\$ -	
	Safety/QC Manager	\$0.00	0	HRS	\$ -	
	Overtime-Journeyman	\$0.00	0	HRS	\$ -	
	Doubletime-Journeyman	\$0.00	0	HRS	\$ -	
MATERIAL		\$0.00	0	Tax	\$ -	
EQUIPMENT		\$0.00	0	Day	\$ -	
		\$0.00	0	Day	\$ -	
		\$0.00	0	Day	\$ -	
SCAFFOLD		\$0.00	0	Day	\$ -	
SUBS/MISC.						
FREIGHT/DELIVERY		\$0.00	0	LS	\$ -	
		\$0.00	0	LS	\$ -	
		\$0.00	0	LS	\$ -	
SUBTOTAL					\$ 1,754.88	
15.0% OHP MARKUP					\$ 263.23	
COR TOTAL:					\$ 2,018	

QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Project Manager

Approved By:

ORDER TO PROCEED NO.: 28130



Lath/Plaster/Drywall/Fireproofing/EIFS
2107 Crystal Street
Los Angeles, California 90039
Telephone (323) 666.5285

DATE: 6-21-17
RCI EMPLOYEE: Don Elder

AUTHORIZATION FOR EXTRA WORK

CO#47

PROJECT: Lemonwood JOB NO.: 16-075

LOCATION OF WORK:	PAGE:	COLUMNS:	DETAIL:
Class rms.		THRU	

DESCRIPTION:

Per. Chris with Swinerton we were to open dry wall, patch drywall, and Tape where ELECT. boxes were added after we & hung drywall.

RMS 101, 102, 103, 106, 108, 203, 202, 201

210

FOR THE MATRIX BOX

LABOR & MATERIAL BREAKDOWN

FIELD LABOR - NO. OF MEN:	NO. OF HRS EA MAN WORKED	TOTAL HRS	MATERIALS
3	8HRS	16HRS	Drywall
1	8HRS	8HR	Tape
TOTAL MEN:		TOTAL:	
		24HRS	

EQUIPMENT RENTAL: (1 DAY MINIMUM ON ALL RENTALS)

TRUCKING _____ SCISSOR LIFTS _____ FIREPROOF PUMPS _____
 WELDERS _____ CEMENT PUMPS _____ MIXERS _____
 COMPRESSORS _____ FORKLIFTS _____ SCAFFOLD _____
 ROLLING UNITS _____

WORK ACCEPTED & COMPLETED
 WORK ONGOING

AUTHORIZED SIGNER:

CONTRACTOR: Swinerton

DATE: 6-22-17

PRINTED NAME: Chris Barbato

RCI COR#



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 061

Date: 10/11/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Classroom AV Changes - Bulletin 42		Submitted

Reference	Required By	Days Req	Amt Req
	10/18/2017	0	20,595

Notes

We are submitting the above cost to install and provide power to added AV boxes in the classrooms and kindergarten per Bulletin 42. AV cabling to be provided and installed by Pacificom per the attached quote.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____
Name _____ Date _____

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241

TEC COR#: 61 R2

CUST RFP#: _____

COR DESCRIPTION: Added AV Systems in Classrooms & Kindergarten

DATE: 10/11/2017

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Install in 40 Rooms @ 3 hrs ea	\$0.00	120.00
Required materials (Conest attached)	\$1,139.92	0.00
Receiving & handling	\$0.00	6.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TOTAL	\$1,139.92	126.00

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	126.00	\$84.42	\$10,636.92
SUPERVISION	8.00	\$92.01	\$736.08
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL LABOR			\$11,373.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
SUBTOTAL LABOR			\$11,373.00
TOTAL LABOR			\$11,373.00

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$88.34
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL MATERIAL		\$1,228.26
15.00%	OVERHEAD & PROFIT	\$184.24
TOTAL TAKEOFF MATERIAL		\$1,412.50

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	AS BUILTS / O&M'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
SUBTOTAL DJE		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL DJE		\$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL QUOTES		\$0.00
7.75%	SALES TAX	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL QUOTES		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL QUOTES		\$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
Pacificom	Provide/connect AV Materials per attached quote	\$7,243.61
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL SUBCONTRACTS		\$7,243.61
5.00%	OVERHEAD & PROFIT	\$362.18
TOTAL SUBCONTRACTS		\$7,605.79

CHANGE REQUEST SUMMARY		
TAKEOFF MATERIAL	\$1,412.50	
QUOTED MATERIAL	\$0.00	
SUBCONTRACTORS	\$7,605.79	
LABOR EXPENSES	\$11,373.00	
DIRECT JOB EXPENSES	\$0.00	
SUBTOTAL CHANGE REQUEST		\$20,391.29
0.00%	\$0.00	
0.00%	\$0.00	
1.00%	BOND COSTS \$203.91	
CHANGE PROPOSAL TOTAL		\$20,595

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: TAFT Labor Level: LABOR 1 11 Oct 2017 14:13:06

Region: COR 061 BULLETIN 42 AV BOXES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
TYPICAL AV BOX CONNECTION							
150041	40	EA	M	2-1/8"D 30.3-CI	4"SQ CMB-KO NO BRKT	3.9493	157.97
150098	40	EA	M	1/2"D 7.3-CI	4"SQ 1-DX RAISED CVR	0.9004	36.01
140012	40	EA	M	20A	DX RECEPT COMMERCIAL GRADE	2.3302	93.21
160572	240	EA	M	#10 x 1"	TEK SCREW	0.0196	4.71
100080	40	EA	M	#14	PIGTAIL W/GRD SCREW	0.7500	30.00
70029	1,000	FT	M	12	THHN/THWN CU (SOL)	0.1228	122.83
70111	500	FT	M	12	GREEN THHN CU (GRD 20A)	0.1285	64.27
20	40		M		CONDUIT SUPPORT	10.0000	400.00
160822	40	EA	M	1/2	EMT 2-HOLE STEEL STRAP	0.2304	9.21
10046	520	FT	M	1/2	EMT	0.3175	165.10
30236	80	EA	M	1/2	EMT STEEL COMP IN-THROAT CONN	0.4808	38.47
30136	40	EA	M	1/2	EMT STEEL-COMP COUPLING	0.4534	18.14
Phase Totals:							1,139.92
Job Totals:							1,139.92

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.taftelectric.com

PacifiCom

Pacific Coast Sound and Communications
330 N. Wood Road, Suite L • Camarillo, CA 93010
(805) 987-1351 • (805) 647-2823 • Fax (805) 987-1353
www.pacificomusa.com • License #529914 (C7/C10)

CHANGE ORDER PROPOSAL

Taft Electric Company
ATTENTION: Matt Gobuty
Lemonwood Elementary School- K-8 Reconstruction
Purchase order # **2241.03**
Sales order # **5109**

September 22, 2017

DESCRIPTION:	Audio Video cabling.				
MATERIAL ADD					
QTY	PART NUMBER	MANUFACTURER	DESCRIPTION	UNIT COST	EXTENDED COST
40	AX104156	Belden	Jack, category 6	\$13.74	\$549.60
20	A0645272	Belden	Jack Housing	\$2.70	\$54.00
6000	4813	Belden	Cable, category 6A	\$0.47	\$2,796.00
2	AX103253	Belden	Patch Panel, 24 port	\$144.75	\$289.50
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				TOTAL ADD PRICE	\$3,689.10

MATERIAL DEDUCT					
QTY	PART NUMBER	MFG	DESCRIPTION	UNIT COST	EXTENDED COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				TOTAL DEDUCT PRICE	\$0.00

LABOR CHARGES					
DATE	INSTALLER	HOURS	LABOR RATE	EXTENDED COST	
		30	\$75.00	\$2,250.00	
				\$0.00	
				\$0.00	
				\$0.00	
				TOTAL LABOR PRICE	\$2,250.00

MATERIALS COSTS	ADD	\$3,689.10	
	DEDUCT	\$0.00	
	TOTAL ADD/DEDUCTS	\$3,689.10	
	TOTAL COST OF MATERIALS	\$3,689.10	
MATERIALS PRICE FOR PROJECT	TOTAL MARKED UP MATERIALS	\$4,242.47	
	SALES TAX	\$328.79	7.75%
	FREIGHT	\$84.85	2%
MARK UP AND LABOR COSTS	LABOR COST	\$2,250.00	
	PROFIT & OVERHEAD LABOR	\$337.50	
	TOTAL LABOR	\$2,587.50	15%

TOTAL CHANGE ORDER AMOUNT: \$7,243.61

With payment to be made as follows: Based on original contract.

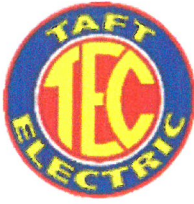
EXCEPTIONS THAT MAY APPLY:

Authorized Signature: *Glenn M. Vacca*
Glenn M. Vacca
Taft Electric Company

This proposal may be withdrawn by us if not accepted within 15 days.

DATE: _____

CONTRACTOR
Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. I agree to contingencies upon strikes, accidents or delays beyond our control. Our workers are fully covered.



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 048

Date: 6/12/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Classroom IT Changes		submitted

Reference	Required By	Days Req	Amt Req
PCI 210	6/19/2017	0	6,436

Notes

We are submitting the above cost for T&M work for PCI 210 Classroom IT & AV Changes. See attached charge accumulations

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature _____

Name _____

Date _____



TAFTELECTRIC COMPANY ELECTRICAL CONTRACTORS

HOME OFFICE: 1694 EASTMAN AVE., VENTURA, CA 93003, PHONE (805) 642-0121
P.O. BOX 3416, VENTURA, CA 93006

STATE LICENSE
NO. 772245

Date Ordered May 19, 2017

Date Completed 5/19/2017

Job No. 2241

W.O. No. _____

Job Name LEMONWOOD

F.A. No. 210

Address _____

- CHARGE ACCUMULATION -

IT CHANGES IN CLASSROOMS 1ST FLOOR

MATERIAL	QUANTITY	UNIT PRICE	PER	EXTENSION
<i>In wall Pouching COMPLETE PENDING DRAWINGS FROM CFW/SVA</i>				
<i>PCI #210</i>				

EQUIPMENT CHARGES				
Date	Description	Hours	Rate	Amount
				-
				-
				-
				-
TOTAL EQUIPMENT CHARGE				-

LABOR				
Date	Name	Hours	Rate	Amount
5/19	RON THOMPSON	8		-
5/19	JAMES PETIT	8		-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL LABOR CHARGE				-

Above work authorized by the undersigned, charges therefore to be billed to the undersigned for payment on regular 30 day terms.
[Signature] 5/19/17
 SIGNATURE OF AUTHORIZED REPRESENTATIVE



TAFTEC COMPANY ELECTRICAL CONTRACTORS
 HOME OFFICE: 1694 EASTMAN AVE., VENTURA, CA 93003, PHONE (805) 642-0121
 P.O. BOX 3416, VENTURA, CA 93006

STATE LICENSE NO. 772245

Date Ordered May 17, 2017 Date Completed 5/17/2017
 Job No. 2241 W.O. No. _____
 Job Name LEMONWOOD F.A. No. 210
 Address _____

- CHARGE ACCUMULATION -

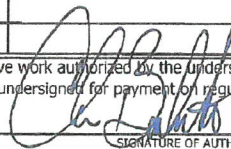
IT CHANGES IN CLASSROOMS 2ND FLOOR EAST

MATERIAL	QUANTITY	UNIT PRICE	PER	EXTENSION
5S DEEP BOXES WITH 1-1/4 KO	35			
5S 2G RINGS 3/4 RAISED	35			
1-1/4 STEEL COMPRESSION CONNECTORS IT	70			
4S DEEP BOXES WITH 1" KOS	6			
4S 2 GANG RINGS 3/4 RAISED	6			
1" COMPRESSION STEEL CONNECTORS	12			
1" EMT	60FT			
TSGB-16 BRACKETS	70			
1-1/4 2 HOLE EMT STRAPS	100			
FIRE RATED PUTTY PADS	10			

EQUIPMENT CHARGES				
Date	Description	Hours	Rate	Amount
				-
				-
				-
				-
				-
TOTAL EQUIPMENT CHARGE				-

LABOR				
Date	Name	Hours	Rate	Amount
5/17	RON THOMPSON	8		-
5/17	JAMES PETIT	8		-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL LABOR CHARGE				-

Above work authorized by the undersigned; charges therefore to be billed to the undersigned for payment on regular 30 day terms.


 SIGNATURE OF AUTHORIZED REPRESENTATIVE 5/17/17

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: COST Labor Level: TAFT 12 Jun 2017 10:59:46

Region: COR 048 IT CHANGES

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result
150123	35	EA	M	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1-1/4KO	11.8864	416.02
150070	35	EA	M	3/4"RISE 10.0-CI	2G 4"SQ PLASTER-RING	3.5618	124.66
30239	70	EA	M	1 1/4	EMT STEEL COMP IN-THROAT CONN	4.6093	322.65
150042	6	EA	M	2-1/8"D 30.3-CI	4"SQ 1" - KO NO BRKT	6.6948	40.17
150070	6	EA	M	3/4"RISE 10.0-CI	2G 4"SQ PLASTER-RING	3.5618	21.37
30238	12	EA	M	1	EMT STEEL COMP IN-THROAT CONN	3.5636	42.76
10048	60	FT	M	1	EMT	1.8641	111.84
83	70		M		TSGB16 BOX BRACKET	3.8999	272.99
160824	1	EA	M	1 1/4	EMT 2-HOLE STEEL STRAP	0.8640	0.86
84	10		M		FS PUTTY PAD 4S/5S DEEP BOX	8.7999	88.00
Phase Totals:						1,441.34	
Job Totals:						1,441.34	

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.taftelectric.com



June 6, 2017

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

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0219.1 Remove concrete encased playground equipment within contaminated soils area

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

While removing existing playground equipment scheduled for re-use, it became apparent that the post were encased in unusually large concrete footings. These footings would normally be encased in a 10"-12" footing. However they were found to be encased in approximately 24" footing requiring much larger equipment and effort to remove. These were also located in an area identified to have contaminated soils that need to be removed and stock piled for further testing and removal.

Phase	Category	Description	Subcontractor	Quote
310010	71140	Handling of contaminated soils and removal of concrete encased playground equipment	GROUND BREAKERS CONSTRUCTION INC	9,681.46
			Subtotal	9,681.46
007480	71160	Subguard	1.15%	111.34
007410	71160	Builders Risk	0.6%	58.76
007420	71160	General Insurance	1.15%	112.62
007510	71160	P&P Bond	1%	96.82
991000	79999	Change Order Fee	5%	498.21
			Markup Subtotal	877.75
			PCI Total	10,559.21

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **10,559.21.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM

Date: _____

9/20/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



PO Box 520, Lebec, California 93243
661-248-6490

Invoice

Date	Invoice #
3/9/17	3668

Bill To

Swinerton Builders
17731 Mitchell North Suite 200
Irvine, CA 92614

Job Info

Lemonwood K-8
2200 Carnegie Court
Oxnard, CA 93033

Qty	Description	Rate	Amount
	<i>REMOVED PLAYSET POST/REMOVED CONTAMINATED DIRT AND STOCKPILED IT ON 10/27/16</i>		
36	<i>Laborer</i>	75.00	2,700.00
12	<i>Operator</i>	95.00	1,140.00
8	<i>Excavator Komatsu PC270</i>	200.00	1,600.00
4	<i>Wheel Loader Komatsu WA500</i>	220.00	880.00
1	<i>10 MIL 20' x 100' Polyfilm Plastick Roll 14@\$139.19</i>	2,098.66	2,098.66
	<i>Subtotal</i>		8,418.66
1	<i>15% O&P</i>	1,262.80	1,262.80

Total \$9,681.46

Payments/Credits \$0.00

Balance Due \$9,681.46

Prepared by: _____ Verified by: _____

*Payment is due and payable on receipt.
Late payment penalty of 1 1/2% added to past due amounts monthly.*



2292 Hayride Rd P.O. Box 520 Lebec, CA 93243
 Office: 661.248.6490 Fax: 661.248.6489 groundbreakers@integrity.com

License #823501

DAILY T&M CONTRACT log sheet

Date: 10/27/16

Customer Name: Ground Breakers

GBC Job #: 1607

Job Name / Address: Lemonwood elementary school

Customer Job #: 16055106

Description of Work: Removed playset post / removed contaminated dirt and stockpiled it.

Equipment Mobilization **SEE EQUIPMENT AND LABOR RATES ON BACK OF THIS SHEET**

IN / OUT	Machine	Carrier	Rate	Total

Labor Record

Superintendent 1 Foremen 3 Operators 2 Laborers _____ Apprentices _____ Truck Drivers _____

Name	S/F/O L/A/T	In	Out	-Break	Hours	Rate	Total
Wendall Hurst	L	7:00	3:30	30 min	8		
Lyndon Putt	F	7:00	3:30	30 min	8		
Paul Volkov	O	7:00	3:30	30 min	4/0-4/2		
Melvin Martin	O	7:00	3:30	30 min	4/0-4/2		
Lloyd Putt	O	7:00	3:30	30 min	3/0-4/2		
Jenny Tracy	L	7:00	3:30	30 min	8		

Equipment Record (1 hour minimum if already on-site / 4HR minimum if mobilization is required)

Type	Equipment	Hours	Rate	Total
Excavator	PC270	8		
Wheel loader	WA500	4		

Material Record

Quantity	Total
<u>10 MIL 20'x100' Polyfilm plastic roll</u>	<u>14 @ \$139.19 = 2,098.66</u>

Track Loaders	Komatsu CK30 / Bobcat T650 & 864
Wheel Loaders	Komatsu WA500 / WA320 / Deere 755
Scrapers	Cat 627 / 623
Mini excavators	Komatsu PC35 / PC50 Excavator
Excavators	Komatsu PC120 / PC210 / PC220 / PC270
Dozers	Komatsu D61 / D41 / D39
Compaction	Cat 84IN / Bomag BW177 / Stone Smooth Drum
Trucks	Service Truck & Tools / Dump Truck / Water
Small Equipment	GPS, wacker, generator, saw, laser, compressor
Attachments	Sweeper / 5,000LBS Class Hydraulic Breaker

Approved By:	Subtotal:
<u>Swinson Builders</u>	8% Overhead:
Client	10% Profit:
<u>Ch. Putt</u>	Total:
Contractor	



September 9, 2017

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

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0231 Unforeseen obstruction encountered in existing campus area during new sewer installation

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

During new utility installation in the existing campus area, numerous unmarked and undocumented underground obstructions were encountered.

Phase	Category	Description	Subcontractor	Quote
330200	71140	Unforeseen underground obstructions	BALI CONSTRUCTION INC.	19,692.00
			Subtotal	19,692.00
007480	71160	Subguard	1.15%	226.46
007410	71160	Builders Risk	0.6%	119.51
007420	71160	General Insurance	1.15%	229.06
007510	71160	P&P Bond	1%	196.92
991000	79999	Change Order Fee	5%	1,013.35
			Markup Subtotal	1,785.30
			PCI Total	21,477.30

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **21,477.30.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our cost and schedule, which is yet to be finalized. Once determined, the job cost and schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray
PM

Date: _____

9/09/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

PCI 231



9852 JOE VARGAS WAY
S. El Monte, CA 91733
Telephone (626) 442-8003
Fax (626) 442-8315

August 3, 2017

Swinerton Builders
17731 Mitchell North Suite 200
Irvine CA 92614

Attention: Bill Gray Email: Bgray@swinerton.com

Reference: Lemonwood Elementary
2200 Carnegie Court
Oxnard CA 93033
GC Contract # 16055106
GC Job # 16055106
Bali Project # 16-043
GC/Owner Ref.#

Subject: C.O.R. Number 11
Describe Work: Excavate for Sewer Line Around Undepicted Utilities

Bill Gray

We hereby submit our Change Order Request for the above referenced project. All work was performed and completed as directed by your company on a time and material basis.

We have attached, for your review, signed extra work tickets to substantiate all costs incurred. Any additional costs associated with this work will be submitted on a subsequent change order. Below is a cost summary.

<u>Date</u>	<u>Ticket #</u>	<u>Amount</u>
7/5/17	14037	3,591.00
7/6/17	14036	3,541.00
7/11/17	14180	1,578.00
7/18/17	13432	5,301.00
7/19/17	13431	5,681.00
TOTAL		<u>\$19,692.00</u>

Bali Construction, Inc. requests a formal Contract Change Order be issued immediately. Thank you for your prompt attention to this matter.

If you have any questions, please call.

Yours truly,
Bali Construction, Inc.

Kevin Delate

Extra Work

Bali Construction, Inc

9852 E. Joe Vargas Way
 So. El Monte, Ca 91733
 Telephone (626) 442-8003
 Fax (626) 442-8315

Ticket #: 14037

Date: 7/5/2017

Order Taken By: Homer Gallardo

Job Number: 16-043

Job Name: Lemonwood Elementary

Job Location: Oxnard CA

Customer Ref. Number:

COR # 11

To: Swinerton Builders

Excavated the sewer line with an offset to go around an electrical box. We also had to excavate under the same electrical encasement; the offset had to be excavated very carefully to not damage the 4" sewer line at 2" PVC domestic.				Description	Hours	Bare Rate	Amount
				(Unit 104) Excavator 9060		\$207.14	
				(Unit 100) Excavator 9050		\$171.13	
				(Unit 102) Excavator EX300		\$143.86	
				(Unit 101) Excavator MEX 200		\$86.00	
				(Unit 103) Excavator CX 240		\$118.00	
				(Unit 105) Excavator PC128		\$65.00	
				Excavator Mini	6	\$50.00	\$300.00
				Loader 721		\$91.17	
				Loader 821/938		\$111.44	
				Loader 521		\$70.00	
				Backhoe		\$58.00	
				Water Truck (2,000gal)		\$50.98	
				Dump Truck (10cy)(Operated)		\$85.00	
				Dump Truck (6cy)		\$50.98	
				Utility Truck w/ Fuel Tank	6	\$33.46	\$200.76
				Pick Up Truck		\$27.33	
				Super 10 Dump Truck		\$95.00	
				Air Compressor w/ tools		\$21.23	
				Saw Truck		\$65.00	
				Bobcat Skid Steer		\$29.13	
				Total Equipment			\$501.00
Qty	Description	Unit Price	Amount	Total Subcontractor			
2	6x6 WYES	30.20	60.40				
2	6" 45°	15.50	31.00				
				Description	Hours	Rate	Amount
				Laborer Foreman	6	\$80.00	\$480.00
				Laborer	12	\$64.39	\$772.68
				Laborer	12	\$64.39	\$772.68
				Operator	6	\$84.17	\$505.02
				Cement Mason		\$68.28	
				Operator Foreman O.T.		\$121.39	
				Operator O.T.		\$112.17	
				Laborer O.T.		\$85.24	
				Carpenter O.T.		\$94.94	
				Cement Mason O.T.		\$89.04	
				Laborer Foreman 2x O.T.		\$133.17	
				Operator 2x O.T.		\$140.17	
				Laborer 2x O.T.		\$106.10	
				Carpenter 2x O.T.		\$119.60	
				Cement Mason 2x O.T.		\$109.81	
				Total Labor			\$2,530.00
				Total Labor			\$2,530.00
				Total Materials			\$91.00
				Total Equipment			\$501.00
				Total Subcontractor			\$3,122.00
				Total Labor			\$2,530.00
				Total Materials			\$91.00
				Total Equipment			\$501.00
				Total Subcontractor			\$3,122.00
				Mark-up Labor		15%	\$380.00
				Mark-up Materials		15%	\$14.00
				Mark-Up Equipment		15%	\$75.00
				Mark-up Subcontractor		5%	\$156.10
				Subtotal			\$3,591.00
				Bond			
				Total			\$3,591.00

Bali Construction, Inc.

Extra Work Ticket

(Ticket #) **14037**

Job Name: Lemon wood

Date: 7-5-17

Contractor: Gulmatters

Bali Foreman: Horn Gallardo

GC Tracking Number: _____

Bali Job Number: 12-043

Work Completed: Yes ___ No ___

Bali Job Name: _____

EXCAVATE Sewer Line with an offset to go around an electrical BOX, we also had to excavate under the same electrical Encasment, the offset had to be excavated very carefully as not to damage 4" sewer line or 2" P.V.C. Domestic

Qty	Description of Material Provided	Description	Unit #	Qty	Hours
		Bali Super Ten - Deliveries			
		Excavator			
		Mini Excavator		1	6
		Compaction Wheel - excavators			
		Loader			
		Bobcat Skid Steer			

Verify Times & Materials only

Vendor Provided Material						
Qty	Vendor Name	Description of Material	Shipping/Invoice #			
2	6x6x12 Wyes	Washers w/ nuts				
2	6" x 45 Brand	WASHERS				
		Backhoe				
		Compaction Wheel - Backhoe				
		Backhoe - Breaker				
		Water Truck (2,000 gal)				
		Air Compressor w/ Tools				
		Pick UP Truck				
		Utility Truck W/ Fuel Tank		99	1	6
		Sawcut Truck				
		Cones / Delineators				
		Traffic Signs				

Rental Equipment & Outside Vendors & Misc.						
Qty	Vendor Name	Description of Material	Shipping/Invoice #			
		Arrow Boards				
		Light Tower				
		Yard Truck Delivery				

Labor					
	Names	Class	Reg	OT	DT
	Horn Gallardo	F	6		
	G. Miller	L	6		
	Edgar Sanchez	L	6		
	Cleto Vasquez	L	6		
	Chacon	L	6		
	Julian Moran	O	6		

Subcontractor Charges			
Qty	Vendor Name	Description of Material	Shipping/Invoice #

OF = Operator Foreman LF = Laborer Foreman CF = Carpenter Foreman CMF = Cement Mason Foreman
 O = Operator L = Laborer C = Carpenter CM = Cement Mason

Company: _____

Bali Foreman: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Extra Work

Bali Construction, Inc

9852 E. Joe Vargas Way
 So. El Monte, Ca 91733
 Telephone (626) 442-8003
 Fax (626) 442-8315

Ticket #: 14036

Date: 7/6/2017

Order Taken By: Homer Gallardo

Job Number: 16-043

Job Name: Lemonwood Elementary

Job Location: Oxnard CA

Customer Ref. Number:

COR # 11

To: Swinerton Builders

				Description	Hours	Bare Rate	Amount
This ticket is for loss of time excavating under the sewer lines and clay 4" and 2" gas lines. We had to excavate 80% by hand with the backhoe on stand by to remove the spoils away from the trench. The utilities are not where they are shown on the plans.				(Unit 104) Excavator 9060		\$207.14	
				(Unit 100) Excavator 9050		\$171.13	
				(Unit 102) Excavator EX300		\$143.86	
				(Unit 101) Excavator MEX 200		\$86.00	
				(Unit 103) Excavator CX 240		\$118.00	
				(Unit 105) Excavator PC128		\$65.00	
				Excavator Mini		\$50.00	
				Loader 721		\$91.17	
				Loader 821/938		\$111.44	
				Loader 521		\$70.00	
				Backhoe	6	\$58.00	\$348.00
				Water Truck (2,000gal)		\$50.98	
				Dump Truck (10cy)(Operated)		\$85.00	
				Dump Truck (6cy)		\$50.98	
				Utility Truck w/ Fuel Tank	6	\$33.46	\$200.76
				Pick Up Truck		\$27.33	
				Super 10 Dump Truck		\$95.00	
				Air Compressor w/ tools		\$21.23	
				Saw Truck		\$65.00	
				Bobcat Skid Steer		\$29.13	
Total Equipment							\$549.00
Qty	Description	Unit Price	Amount				
				Total Subcontractor			
				Description	Hours	Rate	Amount
				Laborer Foreman	6	\$80.00	\$480.00
				Laborer	12	\$64.39	\$772.68
				Laborer	12	\$64.39	\$772.68
				Operator	6	\$84.17	\$505.02
				Cement Mason		\$68.28	
				Operator Foreman O.T.		\$121.39	
				Operator O.T.		\$112.17	
				Laborer O.T.		\$85.24	
				Carpenter O.T.		\$94.94	
				Cement Mason O.T.		\$89.04	
				Laborer Foreman 2x O.T.		\$133.17	
				Operator 2x O.T.		\$140.17	
				Laborer 2x O.T.		\$106.10	
				Carpenter 2x O.T.		\$119.60	
				Cement Mason 2x O.T.		\$109.81	
						Total Labor	\$2,530.00
						Total Labor	\$2,530.00
						Total Materials	
						Total Equipment	\$549.00
						Total Subcontractor	
						Mark-up Labor	15% \$380.00
						Mark-up Materials	15%
						Mark-Up Equipment	15% \$82.00
						Mark-up Subcontractor	5%
						Subtotal	\$3,541.00
						Bond	
						Total	\$3,541.00

Bali Construction, Inc.

Extra Work Ticket

(Ticket #) **14036**

Job Name: Lantern Wood Kr 8

Date: 7-6-17

Contractor: Swinerton

Bali Foreman: Home Gallardo

GC Tracking Number: _____

Bali Job Number: 16043

Work Completed: Yes ___ No ___

Bali Job Name: _____

This ticket is for loss of Time Excavating under sewer, lining clays at 2" gas line, we had to excavate 80% by hand, with backhoe operator to remove the spoil away from trench, Again utilities are not where they show on the plans.

Qty	Description of Material Provided	Description	Unit #	Qty	Hours
	This TEM ticket is only for loss of Time	Bali Super Ten - Deliveries			
		Excavator			
		Mini Excavator			
		Compaction Wheel - excavators			
		Loader			

Qty	Vendor Name	Description of Material	Shipping/Invoice #	Qty	Hours
	Verify Time Only	Bobcat Skid Steer			
		Backhoe		1	8
		Compaction Wheel - Backhoe			
		Backhoe - Breaker			
		Water Truck (2,000 gal)			
		Air Compressor w/ Tools			
		Pick UP Truck			
		Utility Truck W/ Fuel Tank		1	8
		Sawcut Truck			
		Cones / Delineators			

Qty	Vendor Name	Description of Material	Shipping/Invoice #	Qty	Hours
		Arrow Boards			
		Light Tower			
		Yard Truck Delivery			

Names	Class	Reg	OT	DT
F Home Gallardo	ie			
L Gerardo Sanchez	ie			
L Edgar Sanchez	ie			

Qty	Vendor Name	Description of Material	Shipping/Invoice #	Qty	Hours
		Chacon			
		L Cleto Vasquez			
		O Carl Whitson			

OF = Operator Foreman LF = Laborer Foreman CF = Carpenter Foreman CMF = Cement Mason Foreman
 O = Operator L = Laborer C = Carpenter CM = Cement Mason

Company: _____ Bali Foreman _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Bali Construction, Inc.

Extra Work Ticket

(Ticket #) **14180**

Job Name: Removal K-8

Date: 2-17-17

Contractor: SWMinton

Bali Foreman: Horn Callab

GC Tracking Number: _____

Bali Job Number: 16-043

Work Completed: Yes ___ No ___

Bali Job Name: _____

we spent 4 Hours put Hoing The Chill water lines, they are not shown on the C-Drawings and they are in the same trench as the new sewer line, we put Holed

Qty	Description of Material Provided	Description	Unit #	Qty	Hours
	<i>VEHICLE TIME ONLY</i> <i>[Signature]</i> 7/17/19	Bali Super Ten - Deliveries			
		Excavator			
		Mini Excavator		1	4
		Compaction Wheel - excavators			
		Loader			

Qty	Vendor Name	Description of Material	Shipping/Invoice #
		Backhoe	
		Compaction Wheel - Backhoe	
		Backhoe - Breaker	
		Water Truck (2,000 gal)	
		Air Compressor w/ Tools	
		Pick UP Truck	
		Utility Truck W/ Fuel Tank	
		Sawcut Truck	
		Cones / Delineators	
		Traffic Signs	

Qty	Vendor Name	Description of Material	Shipping/Invoice #
		Arrow Boards	
		Light Tower	
		Yard Truck Delivery	

Labor					
	Names	Class	Reg	OT	DT
	<i>Horn Callab</i>	<i>F</i>	<i>4</i>		
	<i>clato Vasquez</i>	<i>L</i>	<i>4</i>		
	<i>[Signature]</i>	<i>L</i>	<i>4</i>		
	<i>Jose H. D. [Signature]</i>	<i>O</i>	<i>4</i>		

Qty	Vendor Name	Description of Material	Shipping/Invoice #

OF = Operator Foreman LF = Laborer Foreman CF = Carpenter Foreman CMF = Cement Mason Foreman
 O = Operator L = Laborer C = Carpenter CM = Cement Mason

Company: _____

Bali Foreman _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Extra Work

Bali Construction, Inc

9852 E. Joe Vargas Way
So. El Monte, Ca 91733
Telephone (626) 442-8003
Fax (626) 442-8315

To: Swinerton Builders

Ticket #: 13432

Date: 7/18/2017

Order Taken By: Homer Gallardo

Job Number: 16-043

Job Name: Lemonwood Elementary

Job Location: Oxnard CA

Customer Ref. Number: _____

COR # 11

Offset sewer line around chilled water lines and encasement. Sawcut asphalt and concrete. Removed asphalt and concrete. Excavated approx. 40' of trench.						
		Description	Hours	Bare Rate	Amount	
		(Unit 104) Excavator 9060		\$207.14		
		(Unit 100) Excavator 9050		\$171.13		
		(Unit 102) Excavator EX300		\$143.86		
		(Unit 101) Excavator MEX 200		\$86.00		
		(Unit 103) Excavator CX 240		\$118.00		
		(Unit 105) Excavator PC128		\$65.00		
		Excavator Mini	8	\$50.00	\$400.00	
		Loader 721		\$91.17		
		Loader 821/938		\$111.44		
		Loader 521		\$70.00		
		Backhoe		\$58.00		
		Water Truck (2,000gal)		\$50.98		
		Dump Truck (10cy)(Operated)		\$85.00		
		Dump Truck (6cy)		\$50.98		
		Utility Truck w/ Fuel Tank	8	\$33.46	\$267.68	
		Pick Up Truck		\$27.33		
		Super 10 Dump Truck		\$95.00		
		Air Compressor w/ tools		\$21.23		
		Saw Truck		\$65.00		
		Bobcat Skid Steer		\$29.13		
		Total Equipment			\$668.00	
Subcontractor Summary						
Qty	Description	Unit Price	Amount			
					Total Subcontractor	
		Description	Hours	Rate	Amount	
		Laborer Foreman	8	\$80.00	\$640.00	
		Laborer	16	\$64.39	\$1,030.24	
		Laborer	24	\$64.39	\$1,545.36	
		Operator	8	\$84.17	\$673.36	
		Cement Mason		\$68.28		
		Laborer Foreman O.T.	0.5	\$106.58	\$53.29	
		Operator O.T.		\$112.17		
		Laborer O.T.		\$85.24		
		Carpenter O.T.		\$94.94		
		Cement Mason O.T.		\$89.04		
		Laborer Foreman 2x O.T.		\$133.17		
		Operator 2x O.T.		\$140.17		
		Laborer 2x O.T.		\$106.10		
		Carpenter 2x O.T.		\$119.60		
		Cement Mason 2x O.T.		\$109.81		
		Total Labor			\$3,942.00	
		Total Labor			\$3,942.00	
		Total Materials				
		Total Equipment			\$668.00	
		Total Subcontractor				
		Total Material				
		Mark-up Labor			15% \$591.00	
		Mark-up Materials			15%	
		Mark-Up Equipment			15% \$100.00	
		Mark-up Subcontractor			5%	
		Subtotal			\$5,301.00	
		Bond				
		Total			\$5,301.00	

Bali Construction, Inc.

Extra Work Ticket

(Ticket #) **13432**

Job Name: LEMONWOOD

Date: 07/18/17

Contractor: SUNNERTON

Bali Foreman: MATT BOOTH

GC Tracking Number: _____

Bali Job Number: 16-013

Work Completed: Yes No

Bali Job Name: LEMONWOOD

**OFFSET SEWER LINE AROUND CHASED WATERLINES AND EXPOSEMENT.
SAW CUT ASPHALT AND CONCRETE, REMOVED ASPHALT AND CONCRETE,
EXCAVATED APPROX 40 FT OF TRENCH, ~~REMOVED EXISTING DATA~~**

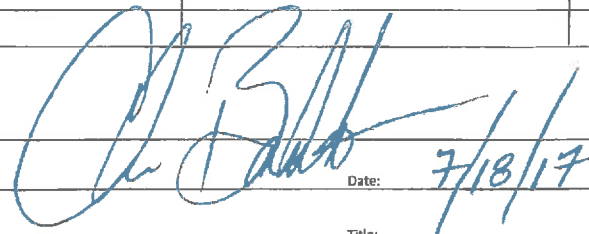
Qty	Description of Material Provided	Description	Unit #	Qty	Hours
		Bali Super Ten - Deliveries			
		Excavator			
		Mini Excavator	T110	1	8
		Compaction Wheel - excavators			
		Loader			


Qty	Vendor Name	Description of Material	Shipping/Invoice #	Qty	Hours
		Backhoe			
		Compaction Wheel - Backhoe			
		Backhoe - Breaker			
		Water Truck (2,000 gal)			
		Air Compressor w/ Tools			
		Pick UP Truck			
		Utility Truck W/ Fuel Tank	A391	1	8
		Sawcut Truck			
		Cones / Delineators			
		Traffic Signs			

VERIFY TIME & MATERIAL ONLY

Qty	Vendor Name	Description of Material	Shipping/Invoice #	Qty	Hours
		Light Tower			
		Yard Truck Delivery			

Labor					
	Names	Class	Reg	OT	DT
	MATT BOOTH	LF	8	.5	
	ERNESTO MUNELO	L	8		
	JOE ROBINSON	L	8		
	JOE ADAME	L	8		
	JUAN CARLOS	L	8		
	JESSIE VAZQUEZ	L	8		
	CLEO VAZQUEZ	L	8		

Company: _____
 Signature:  Date: 7/18/17
 Print Name: _____ Title: _____

OF = Operator Foreman LF = Laborer Foreman CF = Carpenter Foreman CMF = Cement Mason Foreman
 O = Operator L = Laborer C = Carpenter CM = Cement Mason
 Bali Foreman MATT BOOTH
 Signature:  Date: 07/18/17

Extra Work

Bali Construction, Inc

9852 E. Joe Vargas Way
 So. El Monte, Ca 91733
 Telephone (626) 442-8003
 Fax (626) 442-8315

To: Swinerton Builders

Ticket #: 13431

Date: 7/19/2017

Order Taken By: Homer Gallardo

Job Number: 16-043

Job Name: Lemonwood Elementary

Job Location: Oxnard CA

Customer Ref. Number: _____

COR # 11

Excavated approx 40' of trench around unmarked utilities and tunneling under encasement. Installed pipe and fittings; additional fittings and pipe used.				Description	Hours	Bare Rate	Amount
				(Unit 104) Excavator 9060		\$207.14	
				(Unit 100) Excavator 9050		\$171.13	
				(Unit 102) Excavator EX300		\$143.86	
				(Unit 101) Excavator MEX 200		\$86.00	
				(Unit 103) Excavator CX 240		\$118.00	
				(Unit 105) Excavator PC128		\$65.00	
				Excavator Mini	8	\$50.00	\$400.00
				Loader 721		\$91.17	
				Loader 821/938		\$111.44	
				Loader 521		\$70.00	
				Backhoe		\$58.00	
				Water Truck (2,000gal)		\$50.98	
				Dump Truck (10cy)(Operated)		\$85.00	
				Dump Truck (6cy)		\$50.98	
				Utility Truck w/ Fuel Tank	8	\$33.46	\$267.68
				Pick Up Truck		\$27.33	
				Super 10 Dump Truck		\$95.00	
				Air Compressor w/ tools		\$21.23	
				Saw Truck		\$65.00	
				Bobcat Skid Steer		\$29.13	
				Total Equipment			\$668.00
Qty	Description	Unit Price	Amount				
4	6x6 WYES	30.20	120.80	Total Subcontractor			
8	6" 45°	15.50	124.00				
1	6" Coupling	35.00	35.00				
20	feet of 6" Pipe	2.50	50.00				
				Description	Hours	Rate	Amount
				Laborer Foreman	8	\$80.00	\$640.00
				Laborer	16	\$64.39	\$1,030.24
				Laborer	24	\$64.39	\$1,545.36
				Operator	8	\$84.17	\$673.36
				Cement Mason		\$88.28	
				Laborer Foreman O.T.	0.5	\$106.58	\$53.29
				Operator O.T.		\$112.17	
				Laborer O.T.		\$85.24	
				Carpenter O.T.		\$94.94	
				Cement Mason O.T.		\$89.04	
				Laborer Foreman 2x O.T.		\$133.17	
				Operator 2x O.T.		\$140.17	
				Laborer 2x O.T.		\$106.10	
				Carpenter 2x O.T.		\$119.80	
				Cement Mason 2x O.T.		\$109.81	
				Total Labor			\$3,942.00
				Total Labor			\$3,942.00
				Total Materials			\$330.00
				Total Equipment			\$668.00
				Total Subcontractor			\$5,940.00
				Total Material			330.00
				Mark-up Labor		15%	\$591.00
				Mark-up Materials		15%	\$50.00
				Mark-Up Equipment		15%	\$100.00
				Mark-up Subcontractor		5%	\$297.00
				Subtotal			\$5,681.00
				Bond			
				Total			\$5,681.00

Bali Construction, Inc.

Extra Work Ticket

(Ticket #) **13431**

Job Name: LEMON WOOD

Date: 07/19/17

Contractor: SWINERTON

Bali Foreman: MATT BOOTH

GC Tracking Number: _____

Bali Job Number: 10-043

Work Completed: Yes No

Bali Job Name: LEMONWOOD

EXCAVATED APPROX 410' OF TRENCH AROUND UNMARKED UTILITIES AND TUNNELING UNDER ENCASEMENT. INSTALLED PIPE & FITTINGS, ADDITIONAL FITTINGS & PIPE USED.

Ball Yard Stock Material		Ball Equipment			
Qty	Description of Material Provided	Description	Unit #	Qty	Hours
		Ball Super Ten - Deliveries			
		Excavator			
		Mini Excavator	110	1	8
		Compaction Wheel - excavators			
		Loader			

Vendor Provided Material				Ball Equipment			
Qty	Vendor Name	Description of Material	Shipping/Invoice #	Description	Unit #	Qty	Hours
				Bobcat Skid Steer			
				Backhoe			
	<u>FENLISON</u>	<u>4-WTE 6x6</u>		Compaction Wheel - Backhoe			
		<u>8- 6" 45°</u>		Backhoe - Breaker			
		<u>1- 6" COUPLING</u>		Water Truck (2,000 gal)			
		<u>20' OF 6" PIPE</u>		Air Compressor w/ Tools			
				Pick UP Truck			
				Utility Truck W/ Fuel Tank	139	1	8
				Sawcut Truck			
				Cones / Delineators			
				Traffic Signs			

Rental Equipment & Outside Vendors & Misc.				Ball Equipment			
Qty	Vendor Name	Description of Material	Shipping/Invoice #	Description	Unit #	Qty	Hours
				Arrow Boards			
				Light Tower			
				Yard Truck Delivery			

Verify Time & Materials only

Subcontractor Charges				Labor				
Qty	Vendor Name	Description of Material	Shipping/Invoice #	Names	Class	Reg	OT	DT
				<u>MATT BOOTH</u>	<u>LF</u>	<u>8</u>	<u>.5</u>	
				<u>ERNESTO MURILLO</u>	<u>L</u>	<u>8</u>		
				<u>JOE ROBINSON</u>	<u>L</u>	<u>8</u>		
				<u>JOSE ADAME</u>	<u>O</u>	<u>8</u>		
				<u>JUAN CARLOS</u>	<u>L</u>	<u>8</u>		
				<u>JESUS VAZQUEZ</u>	<u>L</u>	<u>8</u>		
				<u>CLETO VAZQUEZ</u>	<u>L</u>	<u>8</u>		

DF = Operator Foreman LF = Laborer Foreman CF = Carpenter Foreman CMF = Cement Mason Foreman
 O = Operator L = Laborer C = Carpenter CM = Cement Mason

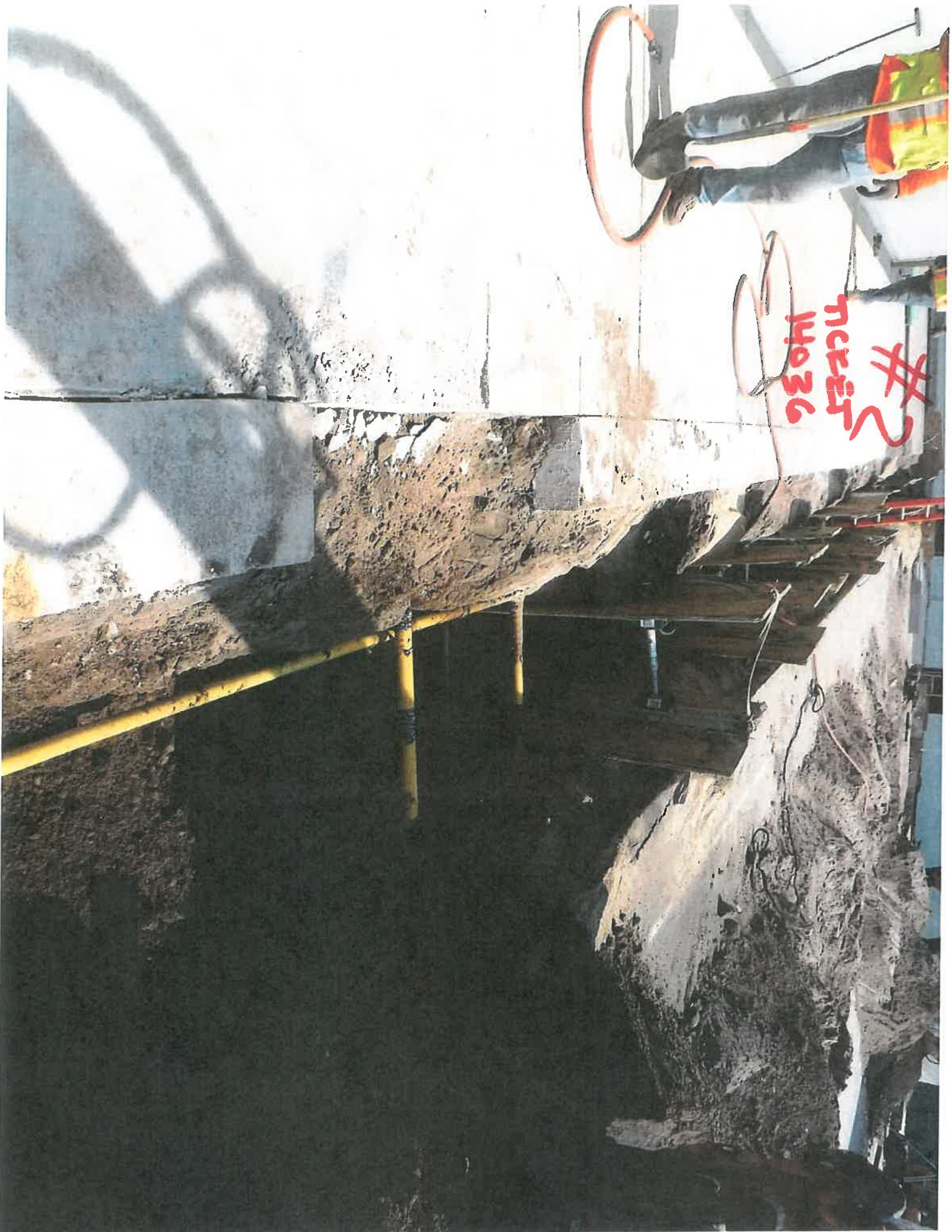
Company: _____
 Signature: [Signature] Date: 7/19/17
 Print Name: _____ Title: _____

Bali Foreman: MATT BOOTH
 Signature: [Signature] Date: 07/19/17



#1 ticket
14037

[Redacted]



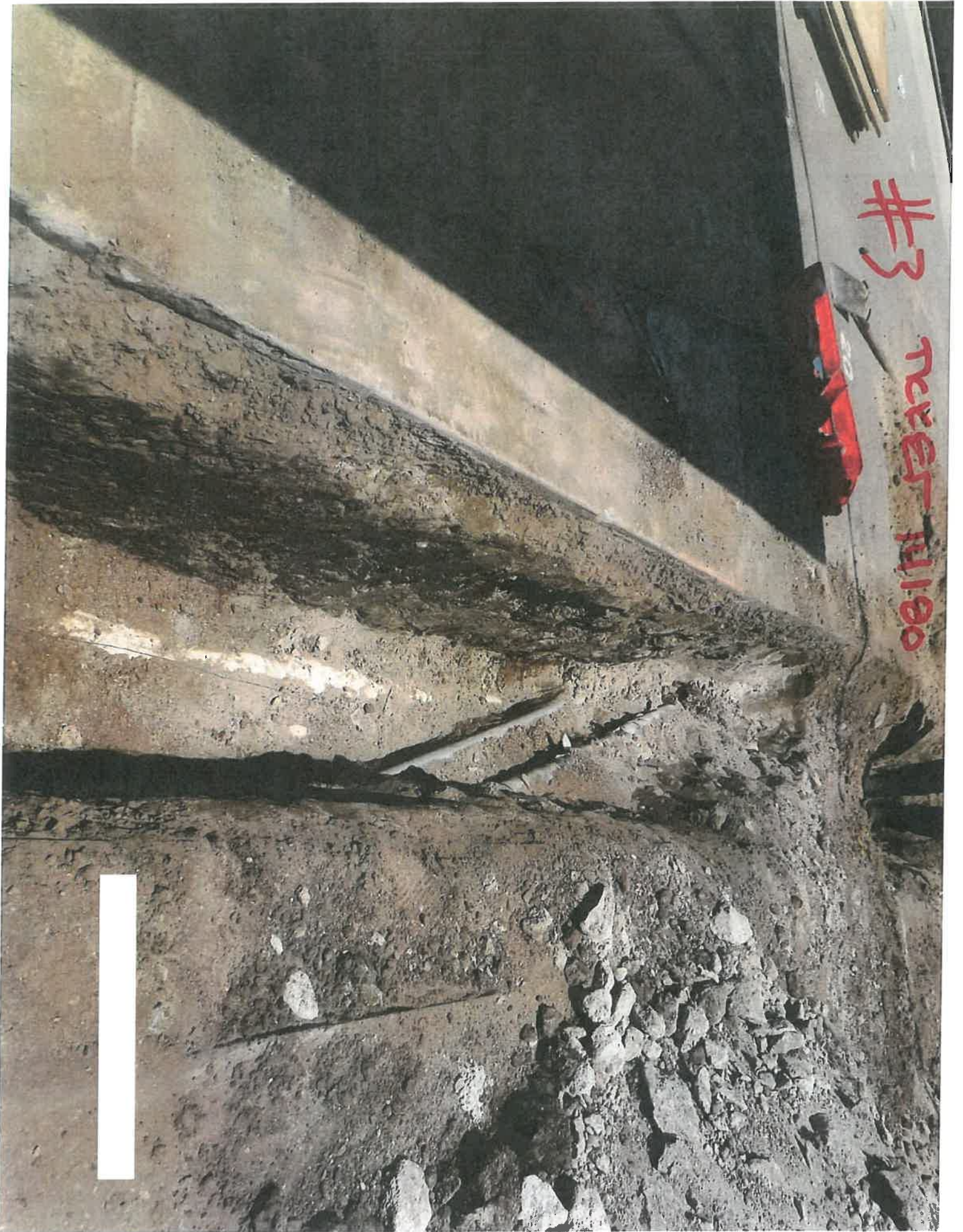
#2
14036
TUCS-17



TICKET 14180
#3

[Redacted]

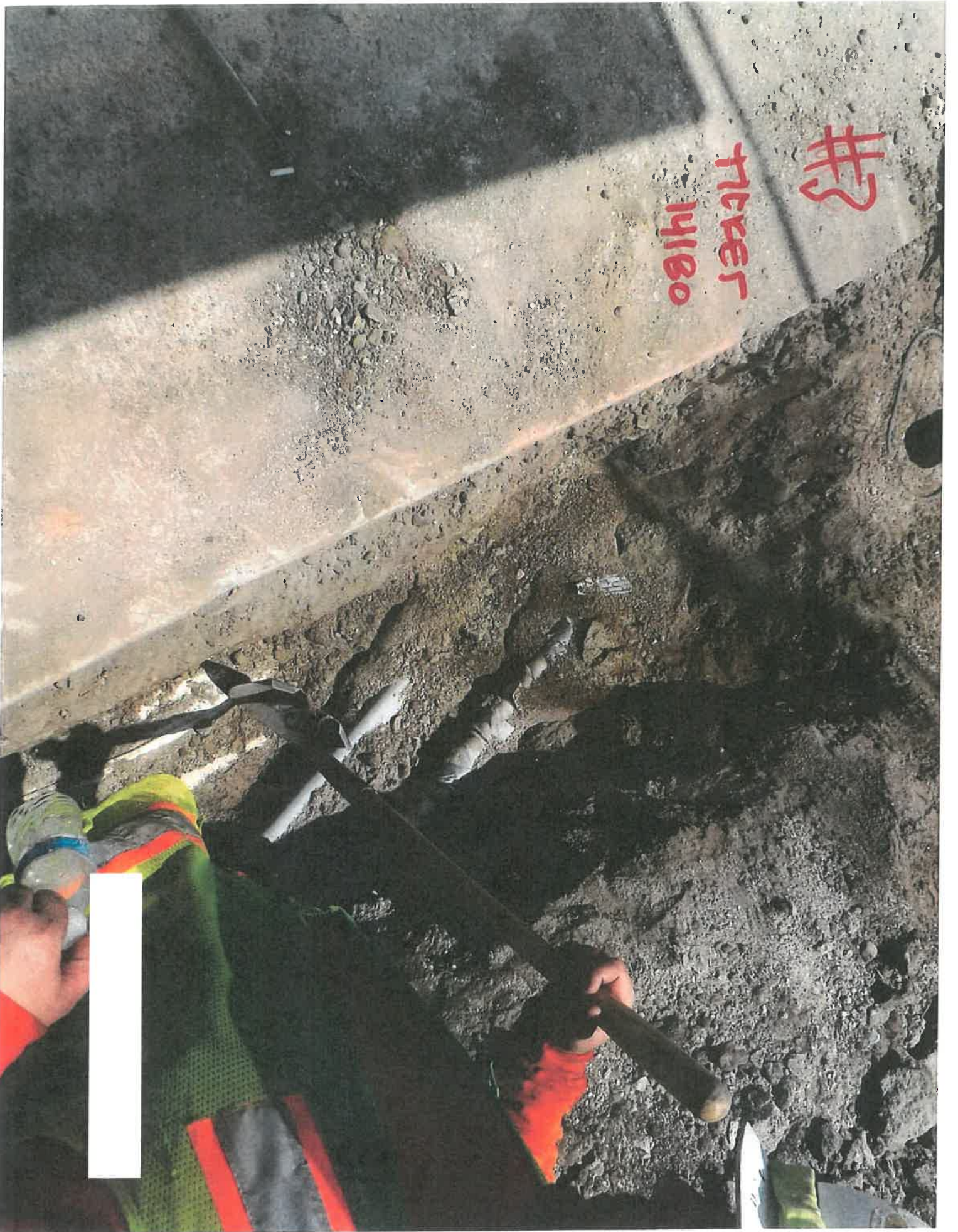


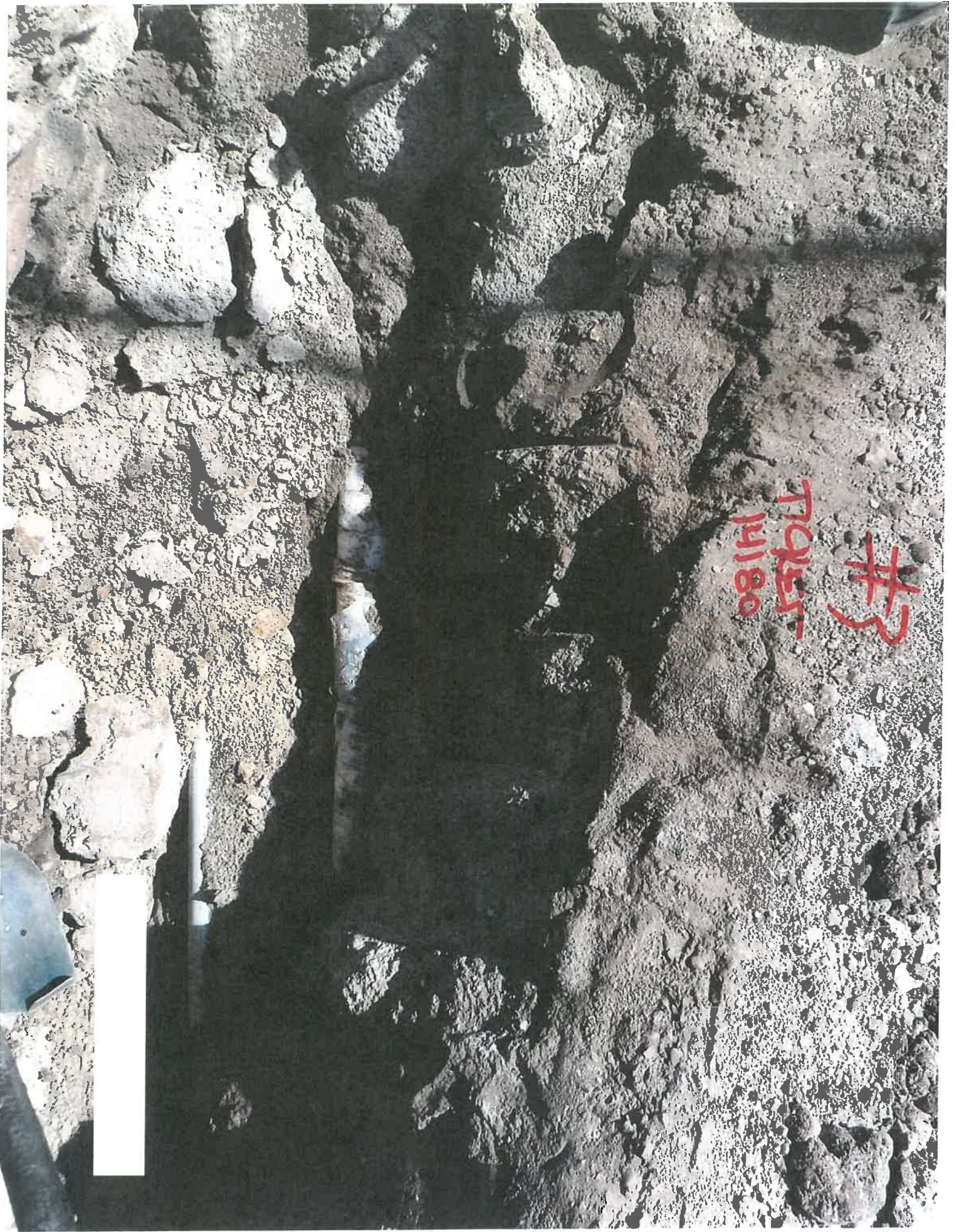


#3

TREET 14180





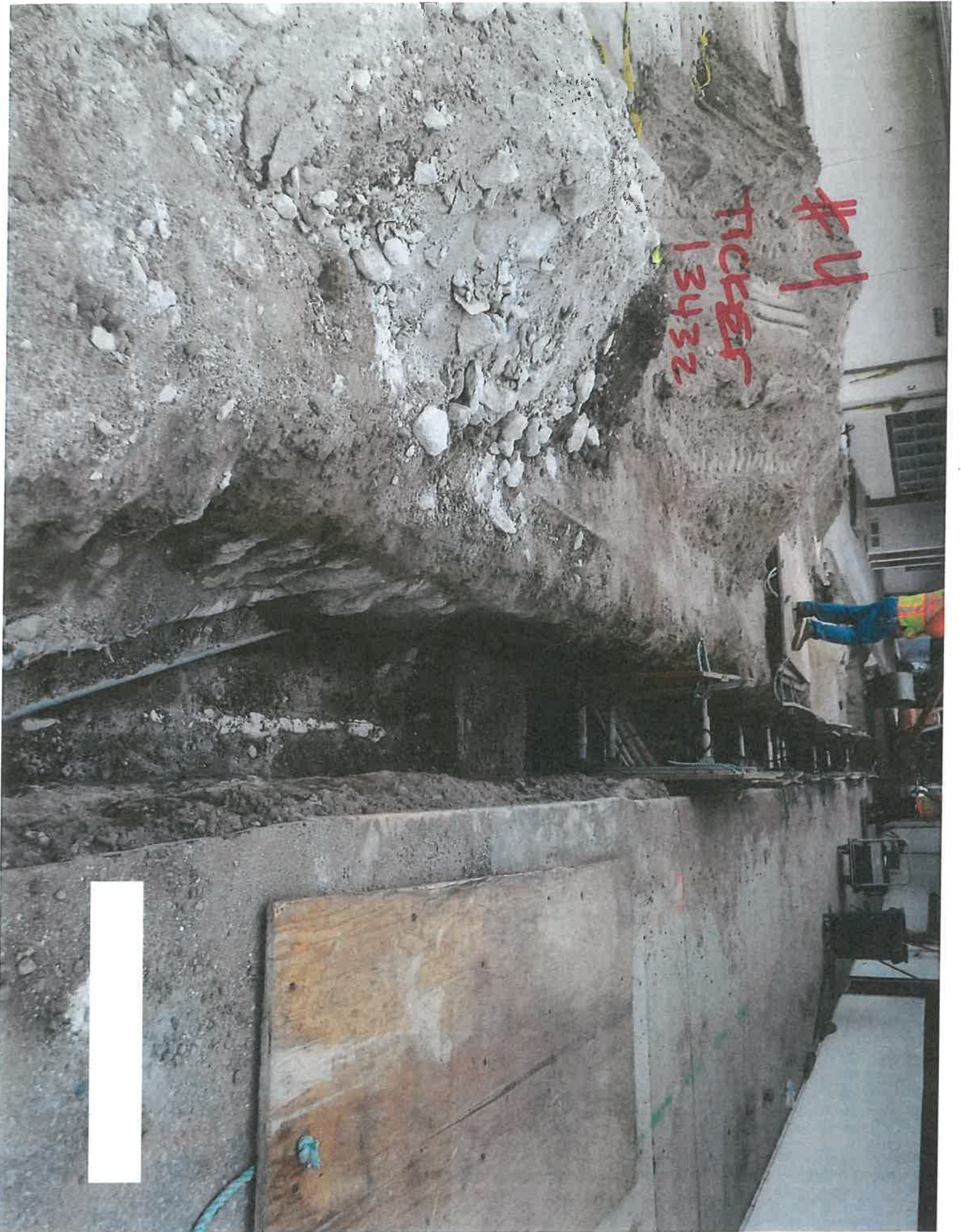


TQ45T
14180
#3



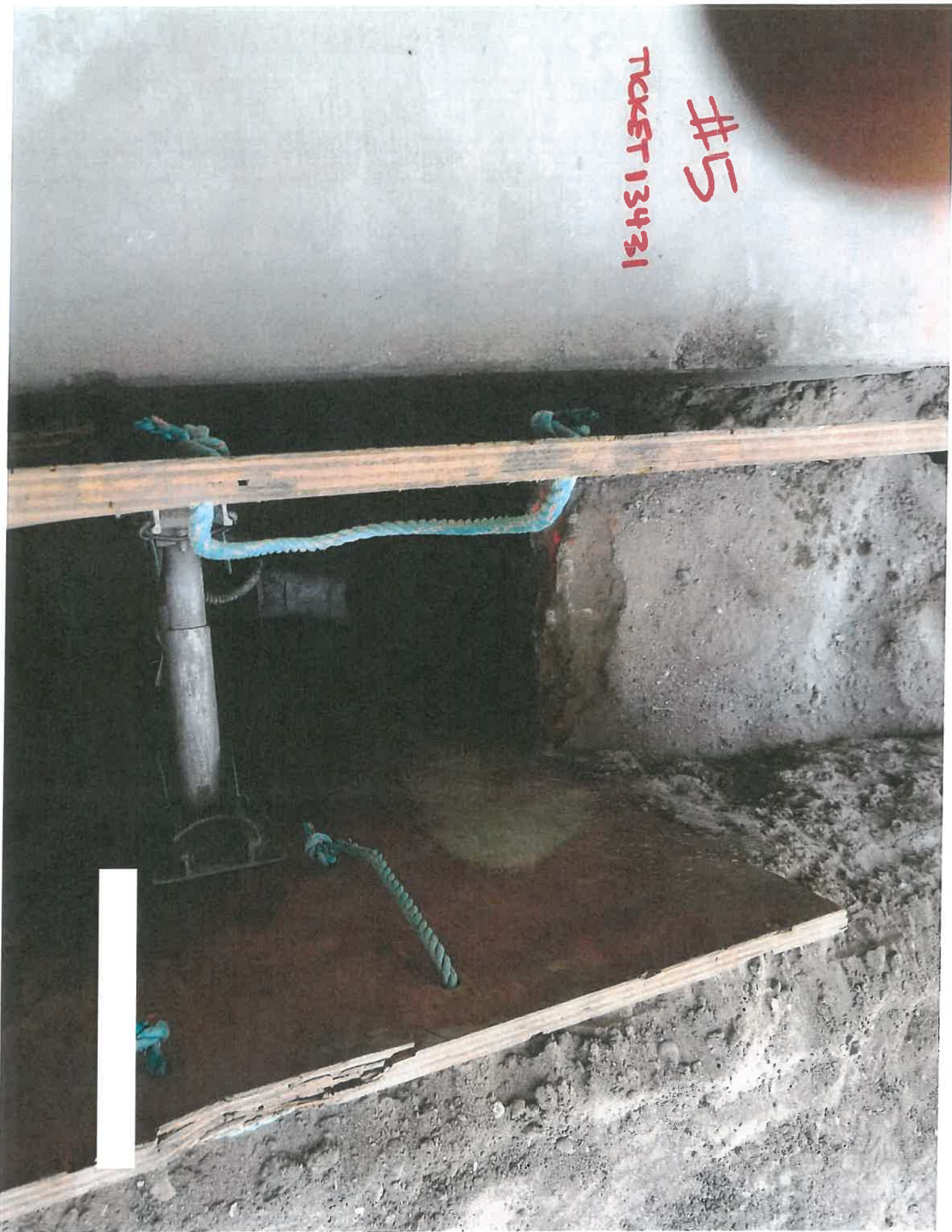
#4
TUCET
13432

[Redacted]

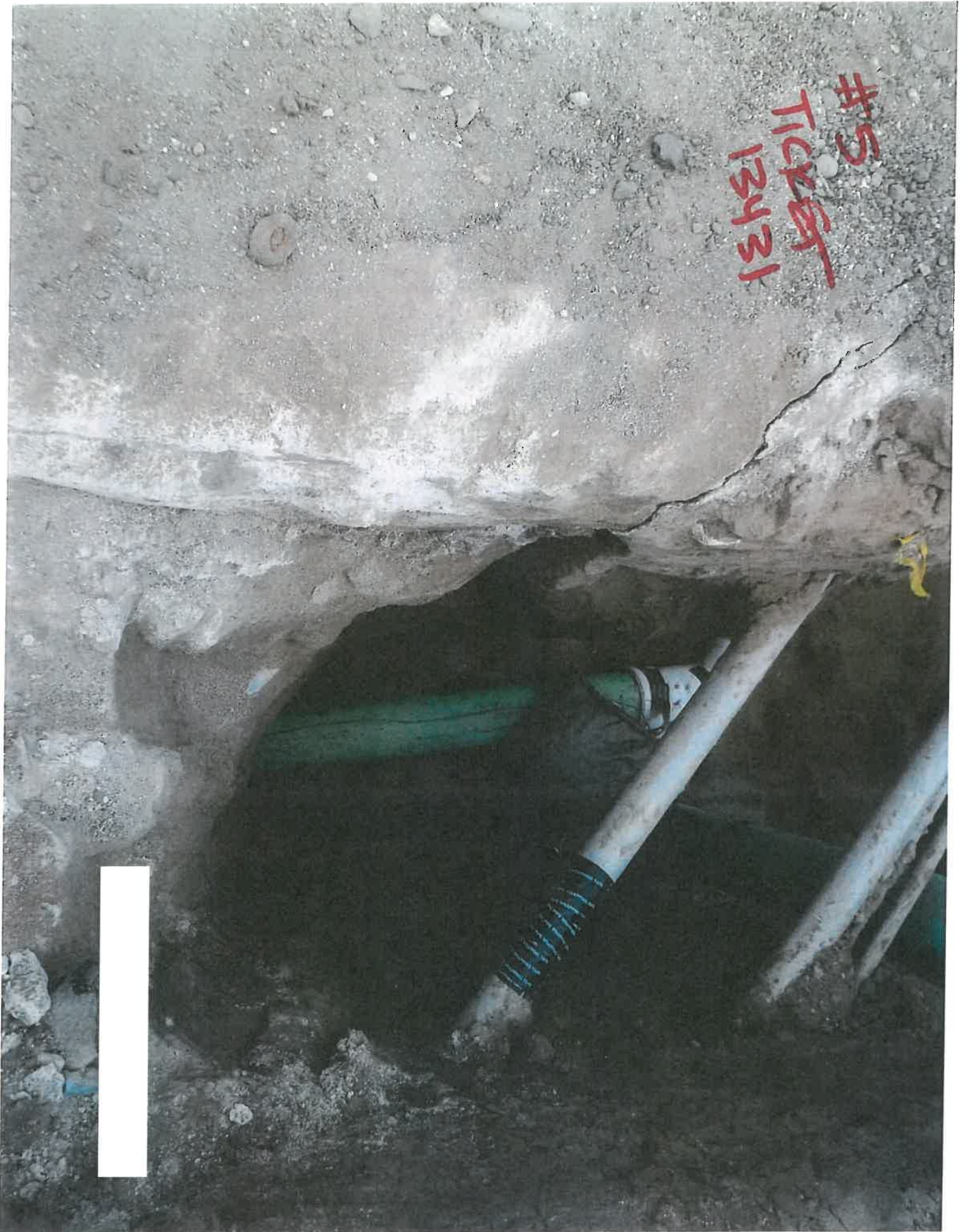


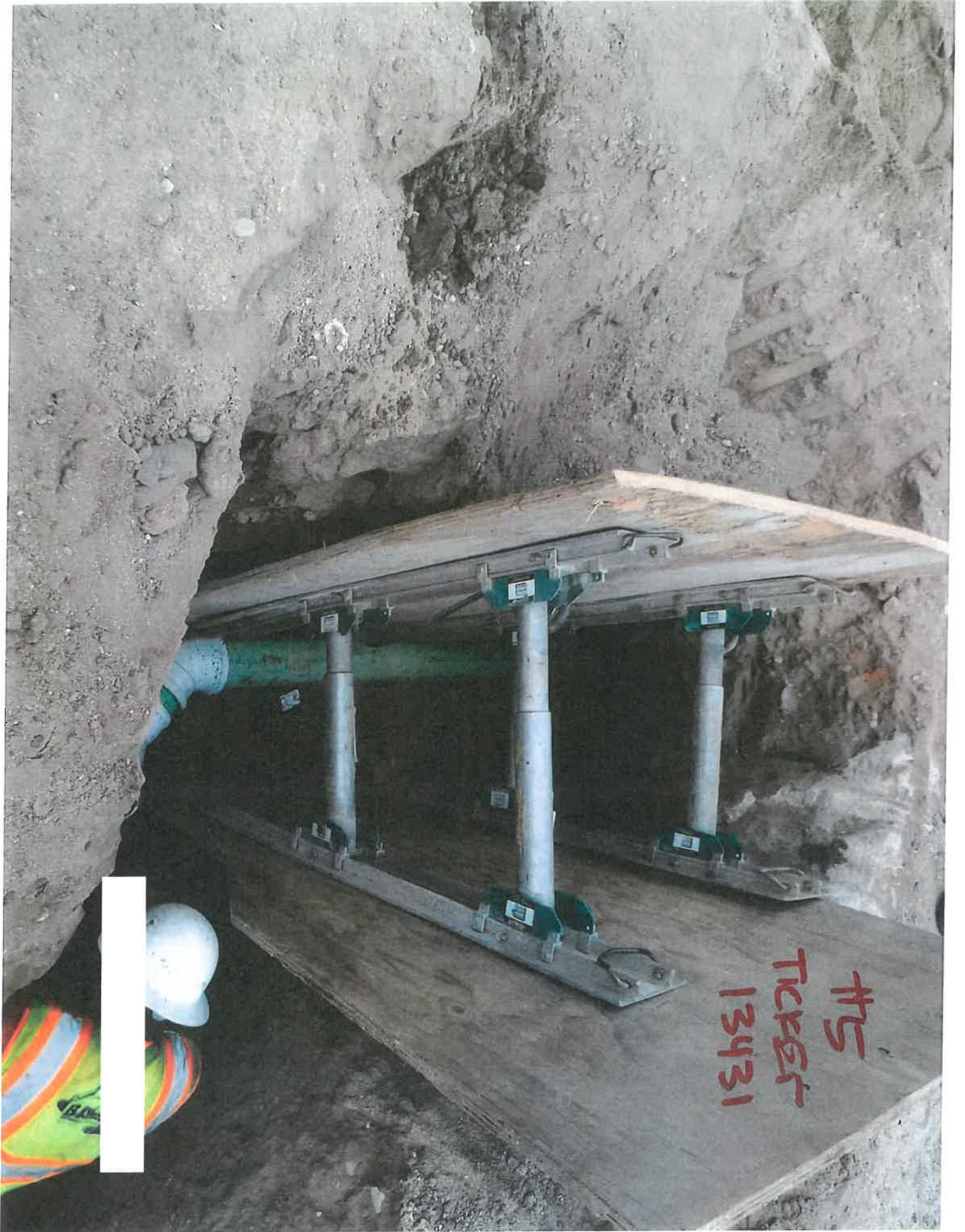
TICKET 13431

#15



#5
TICKET
13431





#15
TRIPLET
13431



November 13, 2017

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

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0258 Add galvanized steel plate at eliminated SCE equipment

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

SCE (owners electrical power provider) eliminated the above grade equipment at one of their vaults. This change caused the need of a steel plate to cover the opening in this vault.

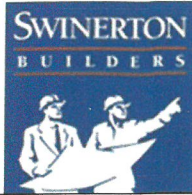
Phase	Category	Description	Subcontractor	Quote
260010	71140	Add galvanized steel diamond plate cover at SCE eliminated equipment	TAFT ELECTRIC COMPANY	1,253.00
			Subtotal	1,253.00
007480	71160	Subguard	1.15%	14.41
007410	71160	Builders Risk	0.6%	7.60
007420	71160	General Insurance	1.15%	14.58
007510	71160	P&P Bond	1%	12.53
991000	79999	Change Order Fee	5%	64.48
			Markup Subtotal	113.60
			PCI Total	1,366.60

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,366.60.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read 'Bill Gray', is written over the printed name.

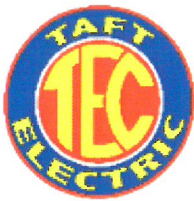
Bill Gray
PM
Date: _____

4/13/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 049

Date: 6/8/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
PME Cover		Submitted

Reference	Required By	Days Req	Amt Req
	6/15/2017	0	1,253

Notes

We are submitting the above cost to provide a custom fabricated 3/8 galvanized diamond plate cover for the SCE PME vault. This includes hardware and installation of cover.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

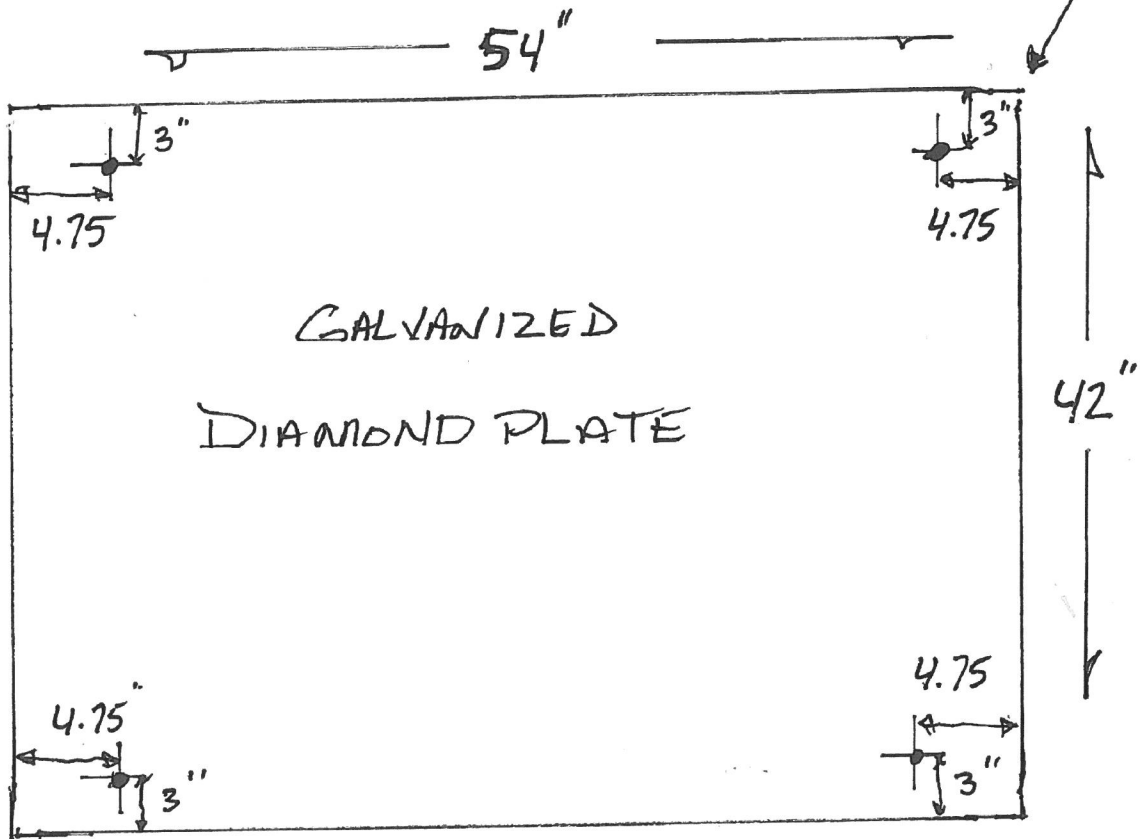
Approved By:

Signature _____

Name _____ **Date** _____

COVER FOR PME

HOLES FOR
3/8 BOLT



VENTURA STEEL

Steel • Aluminum • Stainless • Pipe
 3486 N. Ventura Ave. • Ventura • CA 93001
 (805) 643-6662 • Fax (805) 643-6677

Quotation

Quote #: 3361
 Date: 06/08/17
 Page: 1

Quoted to: 738
 Attn: Matt
 TAFT ELECTRIC
 PO BOX 3416
 VENTURA, CA 93006

Ship to:
 TAFT ELECTRIC
 PO BOX 3416
 VENTURA, CA 93006

T) 805 642-0121

F) 805 644-7586

Terms		Quote Expiration Date		Ship Terms		Quoted By: 85	
NET 30 DAYS		06/23/17		DELIVERED		Bill Gross	
Ln#	Quantity	UM	Description	Unit Price	UM	Extended Price	
1	1	PC	3/8" FLOOR PL (4) .438" HOLES 42" X 54" WEIGHT: 241	365.0000	EA	365.00	
2	1	EA	GALVANIZING 0 Lead time 12-Working Days ARO	400.0000	EA	400.00	
PO REQUIRED				WEIGHT: 241		Subtotal: 765.00	
Quote based on current available inventory. Thank you for considering Ventura Steel for your steel needs. Feel free to call our office with any questions.						Freight: 0.00	
						7.750% Tax: 59.29	
						TOTAL: 824.29	



November 20, 2017

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

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0266 Seal and wax resilient floor surfaces

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and apply one coat sealer and three coats of wax to resilient floor surfaces. Classroom Building 34,600 square feet , and MPR Building 4,580 square feet

Phase	Category	Description	Subcontractor	Quote
017413	71150	Seal and wax resilient floor surfaces in Classroom and MPR Building		13,716.00
			Subtotal	13,716.00
007480	71160	Subguard	1.15%	157.73
007410	71160	Builders Risk	0.6%	83.24
007420	71160	General Insurance	1.15%	159.55
991000	79999	Change Order Fee	5%	705.83
			Markup Subtotal	1,106.35
			PCI Total	14,822.35

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **14,822.35.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also



acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
Bill Gray
PM
Date: _____

11/20/2018

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

**R.T.G. MAINTENANCE COMPANY
16520 LA QUINTA WAY
WHITTIER, CALIFORNIA 90603
LIC. 616252 PHONE (562) 943-2624 FAX (562) 943-2025**

Proposal 6279
11/8/17

Swinerton Builders Suite 3400
865 South Figueroa Street
Los Angeles, California 90017

Re: Lemonwood k8 Reconstruction
2200 Carnegie Ct.
Oxnard, California 93033

Subject: Final Cleaning

1. Clean all interior & exterior windows & frames.
2. Clean all doors & frames.
3. Dust all walls as needed.
4. Clean all millwork & counters.
5. Clean all restrooms (walls, mirrors, toilets, sinks, partitions & floors).
6. Sweep & dust electrical rooms, stairways and handrails .
7. Clean all lighting, exit signs, fire extinguisher cabinets, & drinking fountains.
8. Clean elevator doors, tracks, jams & cabs.
9. **Power Wash all exposed to view walkways.**

10. Additional Add. Pressure wash all exterior elevations

-----3,600.00

11. Additional Add. Apply sealer and wax to all VCT flooring.
.35 cent per SF. (ONE SEALER THREE WAX)

SUM-----TWENTY FOUR THOUSAND -----24,000.00

Proposal includes: All labor, equipment, insurance, overhead & profit.

Union Contractor

Respectfully Submitted
R.T.G. Maintenance Co.

By _____

Rickey D. Grayson



December 21, 2017

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

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0287 Add redwood header at eastern property fence line

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Area between asphalt basketball court and the City park shows both asphalt and landscape. This area has been paved with asphalt to create an easily maintained area. There was no header identified in this area to retain fill from spilling into the park.

Phase	Category	Description	Subcontractor	Quote
321216	71140	Asphalt Paving redwood header	BC Rincon	2,147.30
			Subtotal	2,147.30
007480	71160	Subguard	1.15%	24.69
007410	71160	Builders Risk	0.6%	13.03
007420	71160	General Insurance	1.15%	24.98
007510	71160	P&P Bond	1%	21.47
991000	79999	Change Order Fee	5%	110.50
			Markup Subtotal	194.67
			PCI Total	2,341.97

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,341.97.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

[Handwritten signature]
12/21/2017

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



BC RINCON CONSTRUCTION, INC.

67 East La Loma Avenue Somis CA 93066

Phone: 805-981-0690 Fax: 805-485-4705

AR@BCRINCON.COM

JOB #: 16-123 CCO#1

DATE: December 7, 2017

TO: Swinnerton Builders
17731 Mitchell North, Suite 200
Irvine, CA 92614

PROJECT: Lemmonwood K-8 School LLB

DESCRIPTION: Install Redwood Headerboard along fence line near new Playground area.

	<u>QTY</u>		<u>UNIT</u>	<u>AMOUNT</u>
1	Furnish & install 218 ILF of redwood headerboard	218	LF	\$9.85 \$2,147.30

TOTAL: \$2,147.30

Original Contract	<u>\$464,411.00</u>
Other Approved Change Orders	<u>\$0.00</u>
This Request	<u>\$2,147.30</u>
Other Pending Request	<u>\$0.00</u>
Total Contract and Approved Change Orders	<u>\$464,411.00</u>

Authorized Signature:
BC Rincon Construction

Date: 12/7/17

Authorized Signature:

Date: 12/11/2017



SWINERTON

January 25, 2018

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

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0306 Add power and data receptacles in MPR storage room.

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Add two (2) quad power receptacles and two (2) double RJ45 data outlets installed in surface mounted wire mold. These outlets are to installed on the north wall of the Chair/Table storage room located in the MPR Building.

Phase	Category	Description	Subcontractor	Quote
260010	71140	Add power and Data receptacles in MPR storage room	TAFT ELECTRIC COMPANY	2,451.00
			Subtotal	2,451.00
007480	71160	Subguard	1.15%	28.19
007410	71160	Builders Risk	0.6%	14.88
007420	71160	General Insurance	1.15%	28.51
007510	71160	P&P Bond	1%	24.51
991000	79999	Change Order Fee	5%	126.13
			Markup Subtotal	222.22
			PCI Total	2,673.22

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,673.22.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 1 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also



SWINERTON

acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

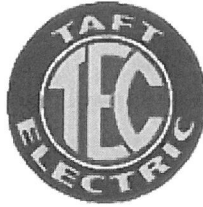
[Handwritten signature]
4/25/2018

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003

(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 074 **Date: 1/25/2018**

To: Bill Gray Swinerton Builders 865 S. Figueroa Street Los Angeles, CA 90017	From: Matt Gobuty Taft Electric Company P.O. Box 3416 Ventura, CA 93006
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Description	Category	Status
MPR Storage Rm Added Receptacles		submitted

Reference	Required By	Days Req	Amt Req
	2/1/2018	0	2,451

Notes

We are submitting the above cost to add (2) quad power receptacles and (2) double RJ45 data outlets to the north wall of the MPR chair/table storage room (2-106). This is to be installed in surface mounted 2-channel steel Wiremold 4000 (or available equal) with 2 dedicated 20a circuits, homerun to GL4 and data sleeve with required firecaulking into IDF room per the attached sketch. Any required patching or painting is excluded. Exact locations of outlets to be coordinated in the field.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Approved By:

Signature	_____	_____
Name	_____	Date

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: Lemonwood ES JOB# 2241

TEC COR#: 74

CUST RFP#: _____

COR DESCRIPTION: MPR Storage Rm Added Receptacles

DATE: 1/25/2017

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest (attached)	\$238.91	14.77
Layout & Coordiantion	\$0.00	2.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TOTAL	\$238.91	16.77

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME	16.77	\$85.30	\$1,430.54
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL LABOR			\$1,430.54
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
			\$0.00
SUBTOTAL LABOR			\$1,430.54
TOTAL LABOR			\$1,430.54

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%		\$0.00
7.75%	SALES TAX	\$18.52
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL MATERIAL		\$257.43
15.00%	OVERHEAD & PROFIT	\$38.61
TOTAL TAKEOFF MATERIAL		\$296.04

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
1.00%	AS BUILTS / O&M'S	\$23.99
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%	WARRANTY	\$0.00
0.00%		\$0.00
SUBTOTAL DJE		\$23.99
15.00%	OVERHEAD & PROFIT	\$3.60
TOTAL DJE		\$27.59

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
MInElect , Wiremold 4000		\$326.10
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL QUOTES		\$326.10
7.75%	SALES TAX	\$25.27
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL QUOTES		\$351.37
15.00%	OVERHEAD & PROFIT	\$52.71
TOTAL QUOTES		\$404.08

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
Pacificom	Added data per attached quote	\$255.34
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL SUBCONTRACTS		\$255.34
5.00%	OVERHEAD & PROFIT	\$12.77
TOTAL SUBCONTRACTS		\$268.11

CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL \$296.04
	QUOTED MATERIAL \$404.08
	SUBCONTRACTORS \$268.11
	LABOR EXPENSES \$1,430.54
	DIRECT JOB EXPENSES \$27.59
	SUBTOTAL CHANGE REQUEST \$2,426.35
0.00%	\$0.00
0.00%	\$0.00
1.00%	BOND COSTS \$24.26
CHANGE PROPOSAL TOTAL \$2,451	

Job ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Vendor: TAFT

Labor Level: LABOR 1

25 Jan 2018 13:50:52

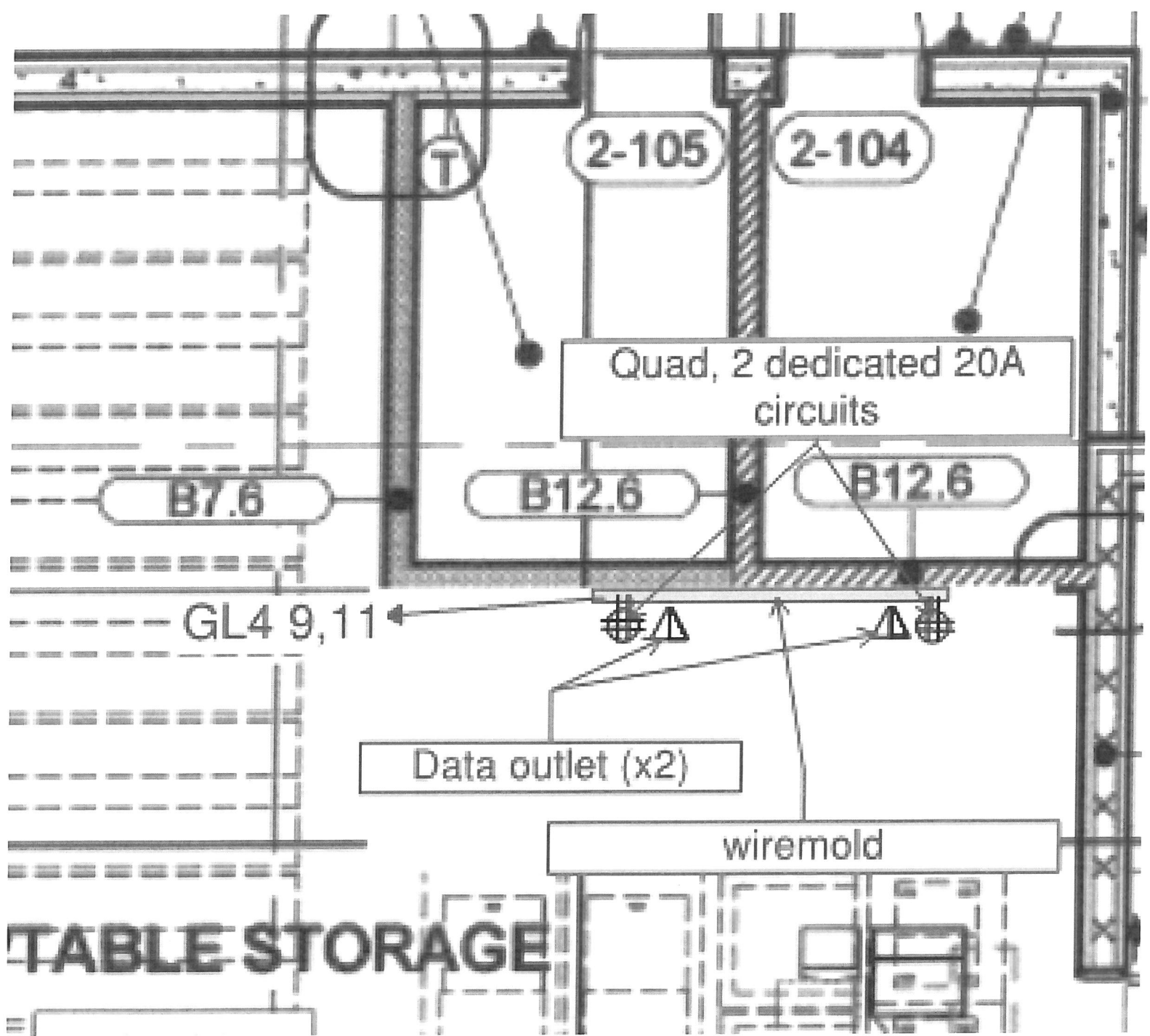
Region: COR 074 ADDED STORAGE RM RECPTS

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
111	2	FT	M	10	FAB & INSTALL 2-CHANNEL WIREMOLD	10.0000	20.00	2.5000	5.00
112	4	EA	M		2 CH WIREMOLD OUTLET	26.6860	106.74	0.8500	3.40
	0				HOMERUN TO GL4 22/24 + DATA SLEEVE				
10047	40	FT	M	3/4	EMT	0.4973	19.89	0.0500	2.00
30137	3	EA	M	3/4	EMT STEEL-COMP COUPLING	0.6183	1.85	0.3000	0.90
70029	130	FT	M	12	THHN/THWN CU (SOL)	0.1212	15.76	0.0060	0.78
30227	2	EA	M	3/4	EMT STEEL COMP CONNECTOR RT	0.7289	1.46	0.1400	0.28
500154	1	EA	M	3/4	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5300	0.53
33	2	EA	M		FIRESTOPPING 1/2" - 2"	25.0000	50.00	0.2200	0.44
62	4	EA	M		CONDUIT SUPPORT 1/2"-1"	5.8000	23.20	0.2000	0.80
100152	4	EA	M	12	WIRE TERMINATION	0.0000	0.00	0.1600	0.64
Phase Totals:						238.91			14.77
Job Totals:						238.91			14.77

Taft Electric Company

1694 Eastman Avenue
 Ventura, CA 93003

Phone: 805-642-0121
 Web: www.taftelectric.com



CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the 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.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. 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 Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. 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.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

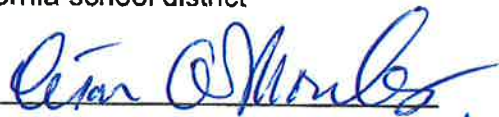
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 2/21/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Work Authorization Letter #10 to Earth Systems Southern California to provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Brekke Elementary School (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems to provide Geotechnical Engineering Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #10 to Earth Systems to provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Brekke Elementary School.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-122**

Work Authorization Letter: **#10**

Consultant: **Earth Systems Southern California**

Date Issued: **2/21/18**

FISCAL IMPACT

Earth Systems is being tasked with providing Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for Brekke for a lump sum fixed fee of: **Twenty-One Thousand Four Hundred Dollars and Zero Cents (\$21,400.00) to be paid out of the Master Construct and Implementation Funds.**


RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #10 for Master Agreement #13-122 with Earth Systems.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #10 – Earth Systems (1 Page)
- Earth Systems Proposal – Kinder-Flex Facility at Brekke Elementary School, dated January 22, 2018 (6 Pages)
- Earth Systems Fee Schedule (6 Pages)
- Master Agreement #13-122, Earth Systems (41 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: SITE NAME: Brekke Kinder-Flex MASTER AGREEMENT #: 13-122 WAL #: 10	DATE: 2/21/2018 DSA # OPSC # VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Earth Systems Southern California 1731-A Walter St. Ventura, CA 93003 (805)642-6727
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
<p>Consultant will provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938. Technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. Engineers will provide concrete testing and inspection services, and related steel identification and testing. An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. In addition, laboratory testing will be provided as necessary. Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.</p> <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE: Approximately 3/8/2018	COMPLETION DATE: Approximately 6/21/2018	
FIXED FEE AMOUNT: <u>Twenty-One Thousand Four Hundred Dollars and Zero Cents (\$21,400.00)</u>		
<i>This fee amount is based upon Consultant's proposal dated <u>1-22-2018</u> and subsequent negotiations mutually agreed to by all parties</i>		
<p><i>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.</i></p> <p><i>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.</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: Jennifer Maclsaac P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds COST ID: 6280		PREPARED BY: Sean Mahan P.O. AMOUNT:
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		



#

January 22, 2018

Proposal No.: VEN-18-028

Oxnard School District
c/o Chris Yafuso at CFW, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

Project: Kinderflex Facility at Brekke Elementary School
1400 Martin Luther King Jr. Drive
Oxnard, California

Subject: Proposal to Provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction

INTRODUCTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Detailed plans are not available at present, and a Structural Tests and Inspections Sheet has not yet been presented to Earth Systems for the project. However, based on our experience with projects of a similar nature, the following scope of work is anticipated:

Observation and Testing during Rough Grading

Our technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within areas to be overexcavated and recompacted below the proposed building and site wall. For the purposes of generating an estimate of costs, it has been assumed that 60 hours of technician time will be required. In addition, laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used during grading, and to determine the expansion index of bearing soils at completion of grading. Observations and testing will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

Compaction Testing in Utility Trench Backfills

Our technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. It has been assumed that 16 hours of technician time will be required to test compaction in the field. Laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used in trench backfills. Test results will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

#

Foundation Observations and Premoistening Verification

A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. It has been assumed that these observations and tests will require a total of 16 hours of technician time. Reports documenting the findings will be produced.

Concrete Testing and Inspection Services, and Related Steel Identification and Testing

An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. A summary letter will be issued.

Steel for reinforcing rebar and anchors for the foundation system will be identified at the fabrication shop, and samples of the rebar will be collected and returned to the laboratory for tensile and bend strength testing. Written reports documenting the results will be provided. For the purposes of budget estimation, it is assumed that 12 hours of identification will be required, and that 4 tensile and bend tests will be performed.

An Inspector will observe the batch plant operation at the time the concrete is mixed for the footings and slab of the building. At present, it is assumed that 12 hours of batch plant inspection will be required.

An Inspector will observe concrete placement for foundations and sample the concrete at the site. For the purposes of providing an estimate for testing, it has been assumed that 16 hours of on-site inspection will be required. Cylinders will be transported to the lab after initial curing at the site. It is assumed herein that 4 hours of sample pick up time will be required.

Concrete cylinders will be stored in a temperature controlled environment for curing until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals. Reports documenting the results will be provided. It is assumed herein that 30 cylinders will be processed through the laboratory.

Anchor installation and pull testing is anticipated to be required. For this proposal, it has been assumed that 8 hours of testing time will be required.

Project Management, Engineering Review, Consultation, and Box Filing

Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

Services Not Expected to Be Provided

As mentioned previously, the Testing and Inspection List has not yet been presented to Earth Systems. However, it is understood that the proposed structure will be a modular building

with most of the required inspections performed at the fabrication shop. As such, the scope and fees proposed herein do not include any inspections of shop or field welding, or of high strength bolting. Furthermore, the building is not expected to include glu-lams or masonry, and inspection and testing services for those types of construction are not included in the scope or fees proposed herein.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule currently in effect for Earth Systems Pacific dated January 1, 2018, a copy of which is enclosed. Fees will be based on the number of hours of work provided toward the project, and the fee schedule in effect at the time the work is performed.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates are for general budgeting purposes only. In general, an attempt was made to over-estimate that amount of time that will be required. For instance, the twelve piers are located relatively close together, and it might only take one day to drill them all. However, for the purposes of this estimate, we have assumed two days of drilling.

All estimates provided below include some project management and/or reporting time.

Rough Grading Observations and Testing (Including Pre-Construction Meeting):	\$9,350.00
Utility Trench Backfill Testing:	\$1,850.00
Foundation Observations:	\$1,000.00
Steel Identification & and Anchor Testing:	\$3,250.00
Concrete Inspection & Testing:	\$5,950.00
Additional Services:	Per Fee Schedule
Total Estimate	\$21,400.00

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TERMS FOR SERVICES

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants

that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784)

performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

10. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

January 22, 2018

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Proposal No.: VEN-18-01-028

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Agreed to and Accepted



Patrick V. Boales

Engineering Geologist No. 1346/Senior Vice-President

Client Signature



Anthony P. Mazzei

Geotechnical Engineer No. 2823

Client Name and Title (in print)

Tax ID No.

Telephone No.

Email Address

Date

Enclosure: January 1, 2018 Fee Schedule

Copies: 1 - Oxnard School District c/o CFW, Inc. (via email)
1 - Proposal File



FEE SCHEDULE

(Effective January 1, 2018)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$210.00
Associate Professional	\$190.00
Senior Professional	\$170.00
Project Professional	\$150.00
Staff Professional	\$130.00
Special Inspector, Prevailing Wage*	\$107.00
Special Services Technician.....	\$101.50
Technical Assistant.....	\$100.00
Technician, Prevailing Wage*	\$94.00
Special Inspector.....	\$90.00
Technician.....	\$80.00
Clerical/Administrative	\$50.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

- Field technician services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
- Charges are calculated in minimum one-hour increments and accumulate on a portal-to portal basis.
- A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
- Projects will be invoiced a Trip Charge based on proximity to the servicing office.
- Nuclear density gauge charge: \$12.50/hour.
- Weekly special inspection report charge: \$120.00
- Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
- Report copies: \$25.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
- Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
- Rates are effective through June 30, 2018.

PREVAILING WAGE PROJECTS

- Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
- State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$50.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$80.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index.....	\$250.00
California Bearing Ratio, 3 points; incl. ref maximum density.....	\$750.00
California Bearing Ratio, 9 points; incl. ref maximum density.....	\$1,050.00
Consolidation, one dimensional	\$250.00
Consolidation, timed, per point	\$85.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	\$200.00
Direct Shear, per point, 3 points minimum	\$330.00
Expansion Index Test	\$250.00
Maximum Density and Optimum Moisture: 4" Mold.....	\$275.00
Maximum Density and Optimum Moisture: 6" Mold.....	\$325.00
Maximum Density and Optimum Moisture: California Impact	\$250.00
Moisture and Unit Weight Determination, from ring samples.....	\$40.00
Moisture Only.....	\$30.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$400.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$450.00
Hydro Collapse Potential	\$125.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash	\$200.00
Sieve Analysis, Aggregate Base/Subbase.....	\$165.00
Sieve Analysis 200 wash only.....	Per Quote
Sieve Analysis with wash	\$200.00
Sieve Analysis, Oversize Material	Per Quote
Specific Gravity	\$150.00
Swell Test, undisturbed	Per Quote
Swell Test, remolded	Per Quote
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated.....	\$525.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions.....	\$210.00
Absorption, Coarse Aggregate.....	\$100.00
Absorption, Fine Aggregate	\$150.00
Clay Lumps and Friable Particles in Aggregate	\$110.00
Cleaness Value of Coarse Aggregate	\$150.00
Crushed Particles, each size.....	\$150.00
Durability Index, Coarse or Fine Aggregate	\$200.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Flat and Elongated Particles in Aggregate	\$110.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$135.00
Sieve Analysis, washed	\$200.00
Soundness, Sodium Sulfate, 5 cycles	\$500.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$280.00
Unit Weight of Aggregate	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	\$35.00
Compression Test of Cored Samples, cored at laboratory	\$75.00
Compression Test of cores delivered by others	\$75.00
Compression Test of Lightweight Concrete	\$30.00
Density of Concrete Cylinders	\$70.00
Density of Hardened Concrete	\$100.00
Flexural Strength, Simple Beam with Third Point Loading	\$150.00
Grading of Shotcrete Cores	\$100.00
Sample Storage, monthly per sample	\$30.00
Shrinkage, set of 3	\$410.00
Unit Weight of Lightweight Concrete	\$110.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro Recycling Fee, per flex beam	\$5.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam	\$50.00

MASONRY

Absorption of Block, set of 3	\$175.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples	\$40.00
Compression Test on Block, set of 3	\$175.00
Compression Test on Grouted Prisms, includes cutting	\$200.00
Compression Test on Masonry Cores	\$60.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$269.00
Moisture Content of Block as received, set of 3	\$125.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro Recycling Fee, per masonry prism	\$2.00
Enviro Recycling Fee, per mortar or grout sample	\$2.00

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test	Per Quote

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$50.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$370.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$600.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(50 blows/side)	\$360.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(75 blows/side)	\$380.00
Extraction of Oil from A.C. Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures	\$315.00
Gyratory Compactor, per set of field mixed asphalt	\$350.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$735.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Ignition Oven Binder Cntnt, after initial corr value is det	\$170.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3	\$820.00
Ignition Oven Gradation Correction Value, per mix design	Per Quote
Moisture Content	\$45.00
Sieve Analysis of Extracted Aggregate	\$200.00
Sieve Analysis of Ignition Oven Residue	\$200.00
Specific Gravity, Theoretical Maximum, Rice Method.....	\$150.00
Stability and Flow, Marshall Apparatus, set of 3	\$200.00
Stabilometer, Hveem S-Value, set of 3	\$150.00
Enviro Recycling Fee, per sample	\$2.00
Enviro Recycling Fee for Extracted Oils.....	\$30.00

* Includes formal report of test results following 28-Day tests. Formal reports for earlier tests are subject to an additional \$25.00 fee

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$150.00
Pipe Flattening Test, sample preparation not included.....	\$150.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$275.00
Structural Steel Bend Test, sample preparation not included.....	\$150.00
Structural Steel Machining/Sample Preparation	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$150.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$200.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position	Per Quote
AWS D1.3: Sheet Steel	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator.....	\$75.00/day
Anchor Pull Test Equipment	\$25.00/hr.
Bailer (disposable) w/dedicated rope.....	\$25.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transition Kit.....	\$50.00/ea.
Conductivity Meter	\$80.00/day
Cut-Off Saw.....	cost + 20%
Double Ring Infiltrometer (per set)	\$150.00/day
Drum Dolly.....	\$25.00/day
Drums	\$75.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	Per Quote
Hand Auger/Sampler Equipment	\$50.00/day
Lock n, Load VOC Sample Pres. Sys.	\$20.00/ea.
Magnetic Particle Equipment	Per Quote
Manometer.....	\$100.00/day
Mini-Troll Groundwater Level Transducer	\$100.00/day
Mobile Laboratory.....	Per Quote



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Nuclear Density Equipment, per hour	\$12.50/hr.
Nuclear Density Equipment, per test	\$10.00
Paint Thickness Meter	Per Quote
Percolation Tank System and Trailer	Per Quote
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing).....	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	\$100.00/day
Rebound Hammer (Schmidt Hammer)	\$50.00/day
Reinforcing Steel Locating Equipment (DR-Meter).....	\$100.00/day
Relative Humidity Meter	\$100.00/day
Rhino Off Road Vehicle.....	\$100.00/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables.....	Per Quote
Skidmore Bolting Calibration Equipment	\$200.00/day
Slope Inclinator Equipment, per hole.....	Per Quote
Soil Sampling Containers (metal).....	\$15.00/ea.
Soil Sampling Containers (glass)	\$5.00/ea.
Tape Extensometer.....	Peer Quote
Tension Equipment.....	\$50.00/day
Torque/Tension Equipment.....	\$60.00/day
Water Level Indicator	\$45.00/day
Winsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$50.00
DSA Box Posting, ea.....	\$25.00
DSA Lab Compliance, per week	\$50.00
Vehicle Mileage Charge	\$.075



EXPERT WITNESS SERVICES

(Effective January 1, 2018)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$90.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

- Hourly rates are charged during investigation, analysis, consultation, and preparation services.
- Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
- Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
- Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

**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

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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

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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

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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.

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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:

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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 #13-122

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

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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

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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.

Not Project Related

Project #13-122

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)

Not Project Related

Project #13-122

- 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.

Not Project Related

Project #13-122

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**

Not Project Related

Project #13-122

- 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

Project #13-122

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"/> <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 
---	--

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: Janet Penanhoat

Date of Meeting: 2/21/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Work Authorization Letter #11 to Earth Systems Southern California to provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at McAuliffe Elementary School (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems to provide Geotechnical Engineering Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #11 to Earth Systems to provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at McAuliffe Elementary School.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-122**

Work Authorization Letter: **#11**

Consultant: **Earth Systems Southern California**

Date Issued: **2/21/18**

FISCAL IMPACT

Earth Systems is being tasked with providing Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for McAuliffe for a lump sum fixed fee of: **Twenty-One Thousand Four Hundred Dollars and Zero Cents (\$21,400.00) to be paid out of the Master Construct and Implementation Funds.**


RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #11 for Master Agreement #13-122 with Earth Systems.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #11 – Earth Systems (1 Page)
- Earth Systems Proposal – Kinder-Flex Facility at McAuliffe Elementary School, dated January 22, 2018 (6 Pages)
- Earth Systems Fee Schedule (6 Pages)
- Master Agreement #13-122, Earth Systems (41 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: SITE NAME: McAuliffe Kinder-Flex MASTER AGREEMENT #: 13-122 WAL #: 11	DATE: 2/21/2018 DSA # OPSC # VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Earth Systems Southern California 1731-A Walter St. Ventura, CA 93003 (805)642-6727
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
<p>Consultant will provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938. Technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. Engineers will provide concrete testing and inspection services, and related steel identification and testing. An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. In addition, laboratory testing will be provided as necessary. Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.</p> <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE: Approximately 3/8/2018	COMPLETION DATE: Approximately 6/21/2018	
FIXED FEE AMOUNT: <u>Twenty-One Thousand Four Hundred Dollars and Zero Cents (\$21,400.00)</u>		
<i>This fee amount is based upon Consultant's proposal dated <u>1-22-2018</u> and subsequent negotiations mutually agreed to by all parties</i>		
<p><i>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.</i></p> <p><i>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.</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: Jennifer Maclsaac		PREPARED BY: Sean Mahan
P.O. #		P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds		
COST ID: 6280		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		



#

January 22, 2018

Proposal No.: VEN-18-029

Oxnard School District
c/o Chris Yafuso at CFW, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

Project: Kinderflex Facility at McAuliffe Elementary School
3300 Via Marina
Oxnard, California

Subject: Proposal to Provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction

INTRODUCTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Detailed plans are not available at present, and a Structural Tests and Inspections Sheet has not yet been presented to Earth Systems for the project. However, based on our experience with projects of a similar nature, the following scope of work is anticipated:

Observation and Testing during Rough Grading

Our technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within areas to be overexcavated and recompacted below the proposed building and site wall. For the purposes of generating an estimate of costs, it has been assumed that 60 hours of technician time will be required. In addition, laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used during grading, and to determine the expansion index of bearing soils at completion of grading. Observations and testing will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

Compaction Testing in Utility Trench Backfills

Our technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. It has been assumed that 16 hours of technician time will be required to test compaction in the field. Laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used in trench backfills. Test results will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

#

Foundation Observations and Premoistening Verification

A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. It has been assumed that these observations and tests will require a total of 16 hours of technician time. Reports documenting the findings will be produced.

Concrete Testing and Inspection Services, and Related Steel Identification and Testing

An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. A summary letter will be issued.

Steel for reinforcing rebar and anchors for the foundation system will be identified at the fabrication shop, and samples of the rebar will be collected and returned to the laboratory for tensile and bend strength testing. Written reports documenting the results will be provided. For the purposes of budget estimation, it is assumed that 12 hours of identification will be required, and that 4 tensile and bend tests will be performed.

An Inspector will observe the batch plant operation at the time the concrete is mixed for the footings and slab of the building. At present, it is assumed that 12 hours of batch plant inspection will be required.

An Inspector will observe concrete placement for foundations and sample the concrete at the site. For the purposes of providing an estimate for testing, it has been assumed that 16 hours of on-site inspection will be required. Cylinders will be transported to the lab after initial curing at the site. It is assumed herein that 4 hours of sample pick up time will be required.

Concrete cylinders will be stored in a temperature controlled environment for curing until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals. Reports documenting the results will be provided. It is assumed herein that 30 cylinders will be processed through the laboratory.

Anchor installation and pull testing is anticipated to be required. For this proposal, it has been assumed that 8 hours of testing time will be required.

Project Management, Engineering Review, Consultation, and Box Filing

Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

Services Not Expected to Be Provided

As mentioned previously, the Testing and Inspection List has not yet been presented to Earth Systems. However, it is understood that the proposed structure will be a modular building

with most of the required inspections performed at the fabrication shop. As such, the scope and fees proposed herein do not include any inspections of shop or field welding, or of high strength bolting. Furthermore, the building is not expected to include glu-lams or masonry, and inspection and testing services for those types of construction are not included in the scope or fees proposed herein.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule currently in effect for Earth Systems Pacific dated January 1, 2018, a copy of which is enclosed. Fees will be based on the number of hours of work provided toward the project, and the fee schedule in effect at the time the work is performed.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates are for general budgeting purposes only. In general, an attempt was made to over-estimate that amount of time that will be required. For instance, the twelve piers are located relatively close together, and it might only take one day to drill them all. However, for the purposes of this estimate, we have assumed two days of drilling.

All estimates provided below include some project management and/or reporting time.

Rough Grading Observations and Testing (Including Pre-Construction Meeting):	\$9,350.00
Utility Trench Backfill Testing:	\$1,850.00
Foundation Observations:	\$1,000.00
Steel Identification & and Anchor Testing:	\$3,250.00
Concrete Inspection & Testing:	\$5,950.00
Additional Services:	Per Fee Schedule
Total Estimate	\$21,400.00

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TERMS FOR SERVICES

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants

that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784)

performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

10. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

January 22, 2018

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Proposal No.: VEN-18-01-029

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Agreed to and Accepted



Patrick V. Boales
Engineering Geologist No. 1346/Senior Vice-President

Client Signature



Anthony P. Mazzei
Geotechnical Engineer No. 2823

Client Name and Title (in print)

Tax ID No.

Telephone No.

Email Address

Date

Enclosure: January 1, 2018 Fee Schedule

Copies: 1 - Oxnard School District c/o CFW, Inc. (via email)
1 - Proposal File



FEE SCHEDULE

(Effective January 1, 2018)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$210.00
Associate Professional	\$190.00
Senior Professional	\$170.00
Project Professional	\$150.00
Staff Professional	\$130.00
Special Inspector, Prevailing Wage*	\$107.00
Special Services Technician.....	\$101.50
Technical Assistant.....	\$100.00
Technician, Prevailing Wage*	\$94.00
Special Inspector.....	\$90.00
Technician.....	\$80.00
Clerical/Administrative	\$50.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

- Field technician services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
- Charges are calculated in minimum one-hour increments and accumulate on a portal-to portal basis.
- A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
- Projects will be invoiced a Trip Charge based on proximity to the servicing office.
- Nuclear density gauge charge: \$12.50/hour.
- Weekly special inspection report charge: \$120.00
- Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
- Report copies: \$25.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
- Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
- Rates are effective through June 30, 2018.

PREVAILING WAGE PROJECTS

- Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
- State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$50.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$80.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index.....	\$250.00
California Bearing Ratio, 3 points; incl. ref maximum density.....	\$750.00
California Bearing Ratio, 9 points; incl. ref maximum density.....	\$1,050.00
Consolidation, one dimensional	\$250.00
Consolidation, timed, per point	\$85.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	\$200.00
Direct Shear, per point, 3 points minimum	\$330.00
Expansion Index Test	\$250.00
Maximum Density and Optimum Moisture: 4" Mold.....	\$275.00
Maximum Density and Optimum Moisture: 6" Mold.....	\$325.00
Maximum Density and Optimum Moisture: California Impact	\$250.00
Moisture and Unit Weight Determination, from ring samples.....	\$40.00
Moisture Only.....	\$30.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$400.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$450.00
Hydro Collapse Potential	\$125.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash	\$200.00
Sieve Analysis, Aggregate Base/Subbase.....	\$165.00
Sieve Analysis 200 wash only.....	Per Quote
Sieve Analysis with wash	\$200.00
Sieve Analysis, Oversize Material	Per Quote
Specific Gravity	\$150.00
Swell Test, undisturbed	Per Quote
Swell Test, remolded	Per Quote
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated.....	\$525.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions.....	\$210.00
Absorption, Coarse Aggregate.....	\$100.00
Absorption, Fine Aggregate	\$150.00
Clay Lumps and Friable Particles in Aggregate	\$110.00
Cleaness Value of Coarse Aggregate	\$150.00
Crushed Particles, each size.....	\$150.00
Durability Index, Coarse or Fine Aggregate	\$200.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Flat and Elongated Particles in Aggregate	\$110.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$135.00
Sieve Analysis, washed	\$200.00
Soundness, Sodium Sulfate, 5 cycles	\$500.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$280.00
Unit Weight of Aggregate	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	\$35.00
Compression Test of Cored Samples, cored at laboratory	\$75.00
Compression Test of cores delivered by others	\$75.00
Compression Test of Lightweight Concrete	\$30.00
Density of Concrete Cylinders	\$70.00
Density of Hardened Concrete	\$100.00
Flexural Strength, Simple Beam with Third Point Loading	\$150.00
Grading of Shotcrete Cores	\$100.00
Sample Storage, monthly per sample	\$30.00
Shrinkage, set of 3	\$410.00
Unit Weight of Lightweight Concrete	\$110.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro Recycling Fee, per flex beam	\$5.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam	\$50.00

MASONRY

Absorption of Block, set of 3	\$175.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples	\$40.00
Compression Test on Block, set of 3	\$175.00
Compression Test on Grouted Prisms, includes cutting	\$200.00
Compression Test on Masonry Cores	\$60.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$269.00
Moisture Content of Block as received, set of 3	\$125.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro Recycling Fee, per masonry prism	\$2.00
Enviro Recycling Fee, per mortar or grout sample	\$2.00

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test	Per Quote

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$50.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$370.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$600.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(50 blows/side)	\$360.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(75 blows/side)	\$380.00
Extraction of Oil from A.C. Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures	\$315.00
Gyratory Compactor, per set of field mixed asphalt	\$350.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$735.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Ignition Oven Binder Cntnt, after initial corr value is det	\$170.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3	\$820.00
Ignition Oven Gradation Correction Value, per mix design	Per Quote
Moisture Content	\$45.00
Sieve Analysis of Extracted Aggregate	\$200.00
Sieve Analysis of Ignition Oven Residue	\$200.00
Specific Gravity, Theoretical Maximum, Rice Method.....	\$150.00
Stability and Flow, Marshall Apparatus, set of 3	\$200.00
Stabilometer, Hveem S-Value, set of 3	\$150.00
Enviro Recycling Fee, per sample	\$2.00
Enviro Recycling Fee for Extracted Oils.....	\$30.00

* Includes formal report of test results following 28-Day tests. Formal reports for earlier tests are subject to an additional \$25.00 fee

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$150.00
Pipe Flattening Test, sample preparation not included.....	\$150.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$275.00
Structural Steel Bend Test, sample preparation not included.....	\$150.00
Structural Steel Machining/Sample Preparation	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$150.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$200.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position	Per Quote
AWS D1.3: Sheet Steel	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator.....	\$75.00/day
Anchor Pull Test Equipment	\$25.00/hr.
Bailer (disposable) w/dedicated rope.....	\$25.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transition Kit.....	\$50.00/ea.
Conductivity Meter	\$80.00/day
Cut-Off Saw.....	cost + 20%
Double Ring Infiltrometer (per set)	\$150.00/day
Drum Dolly.....	\$25.00/day
Drums	\$75.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	Per Quote
Hand Auger/Sampler Equipment	\$50.00/day
Lock n, Load VOC Sample Pres. Sys.	\$20.00/ea.
Magnetic Particle Equipment	Per Quote
Manometer.....	\$100.00/day
Mini-Troll Groundwater Level Transducer	\$100.00/day
Mobile Laboratory.....	Per Quote



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Nuclear Density Equipment, per hour	\$12.50/hr.
Nuclear Density Equipment, per test	\$10.00
Paint Thickness Meter	Per Quote
Percolation Tank System and Trailer	Per Quote
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing).....	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	\$100.00/day
Rebound Hammer (Schmidt Hammer)	\$50.00/day
Reinforcing Steel Locating Equipment (DR-Meter).....	\$100.00/day
Relative Humidity Meter	\$100.00/day
Rhino Off Road Vehicle.....	\$100.00/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables.....	Per Quote
Skidmore Bolting Calibration Equipment	\$200.00/day
Slope Inclinator Equipment, per hole.....	Per Quote
Soil Sampling Containers (metal).....	\$15.00/ea.
Soil Sampling Containers (glass)	\$5.00/ea.
Tape Extensometer.....	Peer Quote
Tension Equipment.....	\$50.00/day
Torque/Tension Equipment.....	\$60.00/day
Water Level Indicator	\$45.00/day
Winsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$50.00
DSA Box Posting, ea.....	\$25.00
DSA Lab Compliance, per week	\$50.00
Vehicle Mileage Charge	\$.075



EXPERT WITNESS SERVICES

(Effective January 1, 2018)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$90.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

- Hourly rates are charged during investigation, analysis, consultation, and preparation services.
- Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
- Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
- Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

**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
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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

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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

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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.

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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:

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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 #13-122

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

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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

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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.

Not Project Related

Project #13-122

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)

Not Project Related

Project #13-122

- 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.

Not Project Related

Project #13-122

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**

Not Project Related

Project #13-122

- 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

Project #13-122

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 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		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 
---	--

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: Janet Penanhoat

Date of Meeting: 2/21/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Work Authorization Letter #12 to Earth Systems Southern California to provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ritchen Elementary School (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems to provide Geotechnical Engineering Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #12 to Earth Systems to provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ritchen Elementary School.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-122**

Work Authorization Letter: **#12**

Consultant: **Earth Systems Southern California**

Date Issued: **2/21/18**

FISCAL IMPACT

Earth Systems is being tasked with providing Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for Ritchen for a lump sum fixed fee of: **Twenty-One Thousand Four Hundred Dollars and Zero Cents (\$21,400.00) to be paid out of the Master Construct and Implementation Funds.**


RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #12 for Master Agreement #13-122 with Earth Systems.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #12 – Earth Systems (1 Page)
- Earth Systems Proposal – Kinder-Flex Facility at Ritche Elementary School, dated January 22, 2018 (6 Pages)
- Earth Systems Fee Schedule (6 Pages)
- Master Agreement #13-122, Earth Systems (41 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: SITE NAME: Ritchen Kinder-Flex MASTER AGREEMENT #: 13-122 WAL #: 12	DATE: 2/21/2018 DSA # OPSC # VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Earth Systems Southern California 1731-A Walter St. Ventura, CA 93003 (805)642-6727
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
<p>Consultant will provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938. Technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. Engineers will provide concrete testing and inspection services, and related steel identification and testing. An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. In addition, laboratory testing will be provided as necessary. Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.</p> <p style="text-align: center;"><i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i></p>		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE: Approximately 3/8/2018	COMPLETION DATE: Approximately 6/21/2018	
FIXED FEE AMOUNT: <u>Twenty-One Thousand Four Hundred Dollars and Zero Cents (\$21,400.00)</u>		
<i>This fee amount is based upon Consultant's proposal dated <u>1-22-2018</u> and subsequent negotiations mutually agreed to by all parties</i>		
<p><i>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.</i></p> <p><i>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.</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: Jennifer Maclsaac		PREPARED BY: Sean Mahan
P.O. #		P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds		
COST ID: 6280		
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		



#

January 22, 2018

Proposal No.: VEN-18-031

Oxnard School District
c/o Chris Yafuso at CFW, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

Project: Kinderflex Facility at Ritchen Elementary School
2200 Cabrillo Way
Oxnard, California

Subject: Proposal to Provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction

INTRODUCTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Detailed plans are not available at present, and a Structural Tests and Inspections Sheet has not yet been presented to Earth Systems for the project. However, based on our experience with projects of a similar nature, the following scope of work is anticipated:

Observation and Testing during Rough Grading

Our technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within areas to be overexcavated and recompacted below the proposed building and site wall. For the purposes of generating an estimate of costs, it has been assumed that 60 hours of technician time will be required. In addition, laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used during grading, and to determine the expansion index of bearing soils at completion of grading. Observations and testing will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

Compaction Testing in Utility Trench Backfills

Our technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. It has been assumed that 16 hours of technician time will be required to test compaction in the field. Laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used in trench backfills. Test results will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

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Foundation Observations and Premoistening Verification

A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. It has been assumed that these observations and tests will require a total of 16 hours of technician time. Reports documenting the findings will be produced.

Concrete Testing and Inspection Services, and Related Steel Identification and Testing

An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. A summary letter will be issued.

Steel for reinforcing rebar and anchors for the foundation system will be identified at the fabrication shop, and samples of the rebar will be collected and returned to the laboratory for tensile and bend strength testing. Written reports documenting the results will be provided. For the purposes of budget estimation, it is assumed that 12 hours of identification will be required, and that 4 tensile and bend tests will be performed.

An Inspector will observe the batch plant operation at the time the concrete is mixed for the footings and slab of the building. At present, it is assumed that 12 hours of batch plant inspection will be required.

An Inspector will observe concrete placement for foundations and sample the concrete at the site. For the purposes of providing an estimate for testing, it has been assumed that 16 hours of on-site inspection will be required. Cylinders will be transported to the lab after initial curing at the site. It is assumed herein that 4 hours of sample pick up time will be required.

Concrete cylinders will be stored in a temperature controlled environment for curing until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals. Reports documenting the results will be provided. It is assumed herein that 30 cylinders will be processed through the laboratory.

Anchor installation and pull testing is anticipated to be required. For this proposal, it has been assumed that 8 hours of testing time will be required.

Project Management, Engineering Review, Consultation, and Box Filing

Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

Services Not Expected to Be Provided

As mentioned previously, the Testing and Inspection List has not yet been presented to Earth Systems. However, it is understood that the proposed structure will be a modular building

with most of the required inspections performed at the fabrication shop. As such, the scope and fees proposed herein do not include any inspections of shop or field welding, or of high strength bolting. Furthermore, the building is not expected to include glu-lams or masonry, and inspection and testing services for those types of construction are not included in the scope or fees proposed herein.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule currently in effect for Earth Systems Pacific dated January 1, 2018, a copy of which is enclosed. Fees will be based on the number of hours of work provided toward the project, and the fee schedule in effect at the time the work is performed.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates are for general budgeting purposes only. In general, an attempt was made to over-estimate that amount of time that will be required. For instance, the twelve piers are located relatively close together, and it might only take one day to drill them all. However, for the purposes of this estimate, we have assumed two days of drilling.

All estimates provided below include some project management and/or reporting time.

Rough Grading Observations and Testing (Including Pre-Construction Meeting):	\$9,350.00
Utility Trench Backfill Testing:	\$1,850.00
Foundation Observations:	\$1,000.00
Steel Identification & and Anchor Testing:	\$3,250.00
Concrete Inspection & Testing:	\$5,950.00
Additional Services:	Per Fee Schedule
Total Estimate	\$21,400.00

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TERMS FOR SERVICES

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants

that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784)

performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

10. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

January 22, 2018

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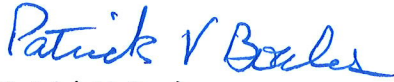
Proposal No.: VEN-18-01-031

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Agreed to and Accepted



Patrick V. Boales
Engineering Geologist No. 1346/Senior Vice-President

Client Signature



Anthony P. Mazzei
Geotechnical Engineer No. 2823

Client Name and Title (in print)

Tax ID No.

Telephone No.

Email Address

Date

Enclosure: January 1, 2018 Fee Schedule

Copies: 1 - Oxnard School District c/o CFW, Inc. (via email)
1 - Proposal File



FEE SCHEDULE

(Effective January 1, 2018)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$210.00
Associate Professional	\$190.00
Senior Professional	\$170.00
Project Professional	\$150.00
Staff Professional	\$130.00
Special Inspector, Prevailing Wage*	\$107.00
Special Services Technician.....	\$101.50
Technical Assistant.....	\$100.00
Technician, Prevailing Wage*	\$94.00
Special Inspector.....	\$90.00
Technician.....	\$80.00
Clerical/Administrative	\$50.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

- Field technician services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
- Charges are calculated in minimum one-hour increments and accumulate on a portal-to portal basis.
- A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
- Projects will be invoiced a Trip Charge based on proximity to the servicing office.
- Nuclear density gauge charge: \$12.50/hour.
- Weekly special inspection report charge: \$120.00
- Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
- Report copies: \$25.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
- Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
- Rates are effective through June 30, 2018.

PREVAILING WAGE PROJECTS

- Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
- State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$50.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$80.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index.....	\$250.00
California Bearing Ratio, 3 points; incl. ref maximum density.....	\$750.00
California Bearing Ratio, 9 points; incl. ref maximum density.....	\$1,050.00
Consolidation, one dimensional	\$250.00
Consolidation, timed, per point	\$85.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	\$200.00
Direct Shear, per point, 3 points minimum	\$330.00
Expansion Index Test	\$250.00
Maximum Density and Optimum Moisture: 4" Mold.....	\$275.00
Maximum Density and Optimum Moisture: 6" Mold.....	\$325.00
Maximum Density and Optimum Moisture: California Impact	\$250.00
Moisture and Unit Weight Determination, from ring samples.....	\$40.00
Moisture Only.....	\$30.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$400.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$450.00
Hydro Collapse Potential	\$125.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash	\$200.00
Sieve Analysis, Aggregate Base/Subbase.....	\$165.00
Sieve Analysis 200 wash only.....	Per Quote
Sieve Analysis with wash	\$200.00
Sieve Analysis, Oversize Material	Per Quote
Specific Gravity	\$150.00
Swell Test, undisturbed	Per Quote
Swell Test, remolded	Per Quote
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated.....	\$525.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions.....	\$210.00
Absorption, Coarse Aggregate.....	\$100.00
Absorption, Fine Aggregate	\$150.00
Clay Lumps and Friable Particles in Aggregate	\$110.00
Cleaness Value of Coarse Aggregate	\$150.00
Crushed Particles, each size.....	\$150.00
Durability Index, Coarse or Fine Aggregate	\$200.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Flat and Elongated Particles in Aggregate	\$110.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$135.00
Sieve Analysis, washed	\$200.00
Soundness, Sodium Sulfate, 5 cycles	\$500.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$280.00
Unit Weight of Aggregate	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	\$35.00
Compression Test of Cored Samples, cored at laboratory	\$75.00
Compression Test of cores delivered by others	\$75.00
Compression Test of Lightweight Concrete	\$30.00
Density of Concrete Cylinders	\$70.00
Density of Hardened Concrete	\$100.00
Flexural Strength, Simple Beam with Third Point Loading	\$150.00
Grading of Shotcrete Cores	\$100.00
Sample Storage, monthly per sample	\$30.00
Shrinkage, set of 3	\$410.00
Unit Weight of Lightweight Concrete	\$110.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro Recycling Fee, per flex beam	\$5.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam	\$50.00

MASONRY

Absorption of Block, set of 3	\$175.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples	\$40.00
Compression Test on Block, set of 3	\$175.00
Compression Test on Grouted Prisms, includes cutting	\$200.00
Compression Test on Masonry Cores	\$60.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$269.00
Moisture Content of Block as received, set of 3	\$125.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro Recycling Fee, per masonry prism	\$2.00
Enviro Recycling Fee, per mortar or grout sample	\$2.00

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test	Per Quote

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$50.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$370.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$600.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(50 blows/side)	\$360.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(75 blows/side)	\$380.00
Extraction of Oil from A.C. Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures	\$315.00
Gyratory Compactor, per set of field mixed asphalt	\$350.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$735.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Ignition Oven Binder Cntnt, after initial corr value is det	\$170.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3	\$820.00
Ignition Oven Gradation Correction Value, per mix design	Per Quote
Moisture Content	\$45.00
Sieve Analysis of Extracted Aggregate	\$200.00
Sieve Analysis of Ignition Oven Residue	\$200.00
Specific Gravity, Theoretical Maximum, Rice Method.....	\$150.00
Stability and Flow, Marshall Apparatus, set of 3	\$200.00
Stabilometer, Hveem S-Value, set of 3	\$150.00
Enviro Recycling Fee, per sample	\$2.00
Enviro Recycling Fee for Extracted Oils.....	\$30.00

* Includes formal report of test results following 28-Day tests. Formal reports for earlier tests are subject to an additional \$25.00 fee

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$150.00
Pipe Flattening Test, sample preparation not included.....	\$150.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$275.00
Structural Steel Bend Test, sample preparation not included.....	\$150.00
Structural Steel Machining/Sample Preparation	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$150.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$200.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position	Per Quote
AWS D1.3: Sheet Steel	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator.....	\$75.00/day
Anchor Pull Test Equipment	\$25.00/hr.
Bailer (disposable) w/dedicated rope.....	\$25.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transition Kit.....	\$50.00/ea.
Conductivity Meter	\$80.00/day
Cut-Off Saw.....	cost + 20%
Double Ring Infiltrometer (per set)	\$150.00/day
Drum Dolly.....	\$25.00/day
Drums	\$75.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	Per Quote
Hand Auger/Sampler Equipment	\$50.00/day
Lock n, Load VOC Sample Pres. Sys.	\$20.00/ea.
Magnetic Particle Equipment	Per Quote
Manometer.....	\$100.00/day
Mini-Troll Groundwater Level Transducer	\$100.00/day
Mobile Laboratory.....	Per Quote



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Nuclear Density Equipment, per hour	\$12.50/hr.
Nuclear Density Equipment, per test	\$10.00
Paint Thickness Meter	Per Quote
Percolation Tank System and Trailer	Per Quote
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing).....	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	\$100.00/day
Rebound Hammer (Schmidt Hammer)	\$50.00/day
Reinforcing Steel Locating Equipment (DR-Meter).....	\$100.00/day
Relative Humidity Meter	\$100.00/day
Rhino Off Road Vehicle.....	\$100.00/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables.....	Per Quote
Skidmore Bolting Calibration Equipment	\$200.00/day
Slope Inclinator Equipment, per hole.....	Per Quote
Soil Sampling Containers (metal).....	\$15.00/ea.
Soil Sampling Containers (glass)	\$5.00/ea.
Tape Extensometer.....	Peer Quote
Tension Equipment.....	\$50.00/day
Torque/Tension Equipment.....	\$60.00/day
Water Level Indicator	\$45.00/day
Winsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$50.00
DSA Box Posting, ea.....	\$25.00
DSA Lab Compliance, per week	\$50.00
Vehicle Mileage Charge	\$.075



EXPERT WITNESS SERVICES

(Effective January 1, 2018)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$90.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

**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

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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> <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:		

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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

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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

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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

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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.

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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:

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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 #13-122

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

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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

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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**

Not Project Related

Project #13-122

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.

Not Project Related

Project #13-122

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.

Not Project Related

Project #13-122

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)

Not Project Related

Project #13-122

- 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.

Not Project Related

Project #13-122

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

Not Project Related

Project #13-122

- 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

Project #13-122

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.	
	INSURED SCG, Inc., dba Earth Systems Southern California 1731-A Walter Street Ventura CA 93303	INSURERS AFFORDING COVERAGE
	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 <input type="checkbox"/> CLAIMS MADE <input checked="" 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 \$
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 
---	--

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: Janet Penanhoat

Date of Meeting: 2/21/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

 X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

Approval of Work Authorization Letter #13 to Earth Systems Southern California to provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ramona Elementary School (Penanhoat/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-122 with Earth Systems to provide Geotechnical Engineering Services.

The District, in consultation with CFW, recommends issuing Work Authorization Letter #13 to Earth Systems to provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at Ramona Elementary School.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-122**

Work Authorization Letter: **#13**

Consultant: **Earth Systems Southern California**

Date Issued: **2/21/18**

FISCAL IMPACT

Earth Systems is being tasked with providing Geotechnical Engineering, and Materials Inspection and Testing Services during Construction for Ramona for a lump sum fixed fee of: **Twenty-One Thousand Four Hundred Dollars and Zero Cents (\$21,400.00) to be paid out of the Master Construct and Implementation Funds.**

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #13 for Master Agreement #13-122 with Earth Systems.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #13 – Earth Systems (1 Page)
- Earth Systems Proposal – Kinder-Flex Facility at Ramona Elementary School, dated January 22, 2018 (6 Pages)
- Earth Systems Fee Schedule (6 Pages)
- Master Agreement #13-122, Earth Systems (41 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
PROJECT #:		DATE: 2/21/2018
SITE NAME: Ramona Kinder-Flex		DSA #
MASTER AGREEMENT #: 13-122		OPSC #
WAL #: 13		VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT								
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	<table border="1" style="width: 100%;"> <tr> <td style="width: 30%;">Firm Name:</td> <td>Earth Systems Southern California</td> </tr> <tr> <td>Street:</td> <td>1731-A Walter St.</td> </tr> <tr> <td>City, State, Zip:</td> <td>Ventura, CA 93003</td> </tr> <tr> <td>Phone:</td> <td>(805)642-6727</td> </tr> </table>	Firm Name:	Earth Systems Southern California	Street:	1731-A Walter St.	City, State, Zip:	Ventura, CA 93003	Phone:	(805)642-6727
Firm Name:	Earth Systems Southern California								
Street:	1731-A Walter St.								
City, State, Zip:	Ventura, CA 93003								
Phone:	(805)642-6727								

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Consultant will provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938. Technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. Engineers will provide concrete testing and inspection services, and related steel identification and testing. An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. In addition, laboratory testing will be provided as necessary. Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: Approximately 3/8/2018	COMPLETION DATE: Approximately 6/21/2018
FIXED FEE AMOUNT: Twenty-One Thousand Four Hundred Dollars and Zero Cents (\$21,400.00)	

This fee amount is based upon Consultant's proposal dated 1-22-2018 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: Jennifer Maclsaac	PREPARED BY: Sean Mahan
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds	
COST ID: 6280	

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:



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January 22, 2018

Proposal No.: VEN-18-030

Oxnard School District
c/o Chris Yafuso at CFW, Inc.
1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

Project: Kinderflex Facility at Ramona Elementary School
804 Cooper Road
Oxnard, California

Subject: Proposal to Provide Geotechnical Engineering, and Materials Inspection and Testing Services during Construction

INTRODUCTION

Earth Systems Pacific (Earth Systems) is pleased to submit this proposal to provide geotechnical engineering, and materials inspection and testing services during the construction phase of the subject project. Detailed plans are not available at present, and a Structural Tests and Inspections Sheet has not yet been presented to Earth Systems for the project. However, based on our experience with projects of a similar nature, the following scope of work is anticipated:

Observation and Testing during Rough Grading

Our technicians will observe rough grading operations and perform compaction testing in general accordance with ASTM D 6938 at locations and depths of our choosing to determine in-situ compaction within areas to be overexcavated and recompacted below the proposed building and site wall. For the purposes of generating an estimate of costs, it has been assumed that 60 hours of technician time will be required. In addition, laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used during grading, and to determine the expansion index of bearing soils at completion of grading. Observations and testing will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

Compaction Testing in Utility Trench Backfills

Our technicians will perform compaction testing to determine in-situ compaction within utility trench backfills. It has been assumed that 16 hours of technician time will be required to test compaction in the field. Laboratory testing will be provided as necessary to determine maximum density and optimum moisture of soils used in trench backfills. Test results will be documented in a written report upon completion of grading and laboratory testing, and filed along with the appropriate DSA Form 293 within the project Box.

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Foundation Observations and Premoistening Verification

A technician will observe the foundation excavations to verify bearing conditions. The technician will re-visit the site to test premoistening of bearing soils, as required. It has been assumed that these observations and tests will require a total of 16 hours of technician time. Reports documenting the findings will be produced.

Concrete Testing and Inspection Services, and Related Steel Identification and Testing

An Engineer will review the submitted concrete mix designs and check for conformance with project specifications. A summary letter will be issued.

Steel for reinforcing rebar and anchors for the foundation system will be identified at the fabrication shop, and samples of the rebar will be collected and returned to the laboratory for tensile and bend strength testing. Written reports documenting the results will be provided. For the purposes of budget estimation, it is assumed that 12 hours of identification will be required, and that 4 tensile and bend tests will be performed.

An Inspector will observe the batch plant operation at the time the concrete is mixed for the footings and slab of the building. At present, it is assumed that 12 hours of batch plant inspection will be required.

An Inspector will observe concrete placement for foundations and sample the concrete at the site. For the purposes of providing an estimate for testing, it has been assumed that 16 hours of on-site inspection will be required. Cylinders will be transported to the lab after initial curing at the site. It is assumed herein that 4 hours of sample pick up time will be required.

Concrete cylinders will be stored in a temperature controlled environment for curing until compression tests are performed. Compression tests will be performed to test concrete strength at the specified intervals. Reports documenting the results will be provided. It is assumed herein that 30 cylinders will be processed through the laboratory.

Anchor installation and pull testing is anticipated to be required. For this proposal, it has been assumed that 8 hours of testing time will be required.

Project Management, Engineering Review, Consultation, and Box Filing

Each aspect of testing and inspection discussed above includes some project management, including filing of DSA progress forms within the project Box. Some engineering review, consultation, and preparation of reports are also included within each section of testing and inspection.

Services Not Expected to Be Provided

As mentioned previously, the Testing and Inspection List has not yet been presented to Earth Systems. However, it is understood that the proposed structure will be a modular building

with most of the required inspections performed at the fabrication shop. As such, the scope and fees proposed herein do not include any inspections of shop or field welding, or of high strength bolting. Furthermore, the building is not expected to include glu-lams or masonry, and inspection and testing services for those types of construction are not included in the scope or fees proposed herein.

BASIS FOR CHARGES

The basis of charges for this proposal is the Fee Schedule currently in effect for Earth Systems Pacific dated January 1, 2018, a copy of which is enclosed. Fees will be based on the number of hours of work provided toward the project, and the fee schedule in effect at the time the work is performed.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

ESTIMATED FEES

A schedule of construction has not yet been submitted to Earth Systems. Because of this, the following estimates are for general budgeting purposes only. In general, an attempt was made to over-estimate that amount of time that will be required. For instance, the twelve piers are located relatively close together, and it might only take one day to drill them all. However, for the purposes of this estimate, we have assumed two days of drilling.

All estimates provided below include some project management and/or reporting time.

Rough Grading Observations and Testing (Including Pre-Construction Meeting):	\$9,350.00
Utility Trench Backfill Testing:	\$1,850.00
Foundation Observations:	\$1,000.00
Steel Identification & and Anchor Testing:	\$3,250.00
Concrete Inspection & Testing:	\$5,950.00
Additional Services:	Per Fee Schedule
Total Estimate	\$21,400.00

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TERMS FOR SERVICES

1. Investigation, Monitoring and Inspection. If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants

that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

2. Site Access and Utilities. Client has sole responsibility for securing site access and locating utilities.

3. Billing and Payment. Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for additional services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

4. Ownership of Documents. Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. Termination. This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. Risk Allocation. In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784)

performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. To the maximum extent permitted by law, Client agrees that the liability of Consultant, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees and agents, for any claims based in contract, in tort or otherwise arising out of or in connection with Consultant's services shall be limited to the aggregate sum of \$25,000.00 or the total fees paid to Consultant for its services, whichever is greater. Consultant shall not be responsible for any consequential, incidental or liquidated damages. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. Hazardous Materials. Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. Third Parties and Assignment. This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. Governing Law, Survival and Forum Selection. The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and Client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction.

10. Standard of Care. Consultant will perform its services using that degree of skill and care ordinarily exercised under similar conditions by members of Consultant's profession practicing in the same or similar locality at the time of performance.

January 22, 2018

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Proposal No.: VEN-18-01-030

Upon acceptance of this proposal, please sign and date a copy and return it to **Earth Systems Pacific**, 1731 Walter Street, Suite A, Ventura, California 93003.

Respectfully submitted,

EARTH SYSTEMS PACIFIC

Agreed to and Accepted



Patrick V. Boales
Engineering Geologist No. 1346/Senior Vice-President

Client Signature



Anthony P. Mazzei
Geotechnical Engineer No. 2823

Client Name and Title (in print)

Tax ID No.

Telephone No.

Email Address

Date

Enclosure: January 1, 2018 Fee Schedule

Copies: 1 - Oxnard School District c/o CFW, Inc. (via email)
1 - Proposal File



FEE SCHEDULE

(Effective January 1, 2018)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<u>PERSONNEL</u>	<u>Hourly Rate</u>
Principal Professional.....	\$210.00
Associate Professional	\$190.00
Senior Professional	\$170.00
Project Professional	\$150.00
Staff Professional	\$130.00
Special Inspector, Prevailing Wage*	\$107.00
Special Services Technician.....	\$101.50
Technical Assistant.....	\$100.00
Technician, Prevailing Wage*	\$94.00
Special Inspector.....	\$90.00
Technician.....	\$80.00
Clerical/Administrative	\$50.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES, GENERAL

- Field technician services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge, and billed in 2-hour increments. Special inspection services are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
- Charges are calculated in minimum one-hour increments and accumulate on a portal-to portal basis.
- A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
- Projects will be invoiced a Trip Charge based on proximity to the servicing office.
- Nuclear density gauge charge: \$12.50/hour.
- Weekly special inspection report charge: \$120.00
- Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
- Report copies: \$25.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
- Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
- Rates are effective through June 30, 2018.

PREVAILING WAGE PROJECTS

- Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and billed in 4-hour increments.
- The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
- State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$50.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$80.00/hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit.....	\$115.00
Atterberg Limits: Plasticity Index.....	\$250.00
California Bearing Ratio, 3 points; incl. ref maximum density.....	\$750.00
California Bearing Ratio, 9 points; incl. ref maximum density.....	\$1,050.00
Consolidation, one dimensional	\$250.00
Consolidation, timed, per point	\$85.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	\$200.00
Direct Shear, per point, 3 points minimum	\$330.00
Expansion Index Test	\$250.00
Maximum Density and Optimum Moisture: 4" Mold.....	\$275.00
Maximum Density and Optimum Moisture: 6" Mold.....	\$325.00
Maximum Density and Optimum Moisture: California Impact	\$250.00
Moisture and Unit Weight Determination, from ring samples.....	\$40.00
Moisture Only.....	\$30.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	\$400.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	\$450.00
Hydro Collapse Potential	\$125.00
Sieve/Hydrometer Anlys, assumed specific grvty, w/200 wash	\$200.00
Sieve Analysis, Aggregate Base/Subbase.....	\$165.00
Sieve Analysis 200 wash only.....	Per Quote
Sieve Analysis with wash	\$200.00
Sieve Analysis, Oversize Material	Per Quote
Specific Gravity	\$150.00
Swell Test, undisturbed	Per Quote
Swell Test, remolded	Per Quote
Unconfined Compressive Strength, untreated.....	\$150.00
Unconfined Compressive Strength, lime or cement treated.....	\$525.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions.....	\$210.00
Absorption, Coarse Aggregate.....	\$100.00
Absorption, Fine Aggregate	\$150.00
Clay Lumps and Friable Particles in Aggregate	\$110.00
Cleaness Value of Coarse Aggregate	\$150.00
Crushed Particles, each size.....	\$150.00
Durability Index, Coarse or Fine Aggregate	\$200.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Flat and Elongated Particles in Aggregate	\$110.00
Organic Impurities in Fine Aggregate	\$100.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	\$135.00
Sieve Analysis, washed	\$200.00
Soundness, Sodium Sulfate, 5 cycles	\$500.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	\$280.00
Unit Weight of Aggregate	\$150.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders	\$35.00
Compression Test of Cored Samples, cored at laboratory	\$75.00
Compression Test of cores delivered by others	\$75.00
Compression Test of Lightweight Concrete	\$30.00
Density of Concrete Cylinders	\$70.00
Density of Hardened Concrete	\$100.00
Flexural Strength, Simple Beam with Third Point Loading	\$150.00
Grading of Shotcrete Cores	\$100.00
Sample Storage, monthly per sample	\$30.00
Shrinkage, set of 3	\$410.00
Unit Weight of Lightweight Concrete	\$110.00
Enviro. Recycling Fee, per cylinder, core or beam	\$2.00
Enviro Recycling Fee, per flex beam	\$5.00
Enviro Recycle Fee/Form Stripping, per shotcrete panel/beam	\$50.00

MASONRY

Absorption of Block, set of 3	\$175.00
Compression Test, 2" x 4" Mortar Cylinders	\$40.00
Compression Test, 3" x 3" x 6" Grout Samples	\$40.00
Compression Test on Block, set of 3	\$175.00
Compression Test on Grouted Prisms, includes cutting	\$200.00
Compression Test on Masonry Cores	\$60.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	\$269.00
Moisture Content of Block as received, set of 3	\$125.00
Shear Test on Masonry Cores, 2 faces	\$150.00
Specific Gravity and Unit Weight of Block, set of 3	\$175.00
Enviro Recycling Fee, per masonry prism	\$2.00
Enviro Recycling Fee, per mortar or grout sample	\$2.00

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test	Per Quote

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	\$50.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	\$370.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	\$600.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(50 blows/side)	\$360.00
Compaction of Lab Spls, Mrshl Mthd set of 3 -(75 blows/side)	\$380.00
Extraction of Oil from A.C. Mixtures	\$250.00
Extraction of Oil from Rubberized Mixtures	\$315.00
Gyratory Compactor, per set of field mixed asphalt	\$350.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	\$735.00



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Ignition Oven Binder Cntnt, after initial corr value is det	\$170.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3	\$820.00
Ignition Oven Gradation Correction Value, per mix design	Per Quote
Moisture Content	\$45.00
Sieve Analysis of Extracted Aggregate	\$200.00
Sieve Analysis of Ignition Oven Residue	\$200.00
Specific Gravity, Theoretical Maximum, Rice Method.....	\$150.00
Stability and Flow, Marshall Apparatus, set of 3	\$200.00
Stabilometer, Hveem S-Value, set of 3	\$150.00
Enviro Recycling Fee, per sample	\$2.00
Enviro Recycling Fee for Extracted Oils.....	\$30.00

* Includes formal report of test results following 28-Day tests. Formal reports for earlier tests are subject to an additional \$25.00 fee

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	\$150.00
Pipe Flattening Test, sample preparation not included.....	\$150.00
Reinforcing Steel Coupler Tensile and Slip Tests	\$275.00
Structural Steel Bend Test, sample preparation not included.....	\$150.00
Structural Steel Machining/Sample Preparation	cost + 20%
Structural Steel Tensile Test, sample prep not included	\$150.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9.....	\$200.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18.....	Per Quote
Enviro Recycling Fee, per sample	\$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%
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WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position	Per Quote
AWS D1.3: Sheet Steel	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator.....	\$75.00/day
Anchor Pull Test Equipment	\$25.00/hr.
Bailer (disposable) w/dedicated rope.....	\$25.00/ea.
Concrete and Asphalt Concrete Coring Equipment.....	cost + 20%
Concrete Slab Moisture Transition Kit.....	\$50.00/ea.
Conductivity Meter	\$80.00/day
Cut-Off Saw.....	cost + 20%
Double Ring Infiltrometer (per set)	\$150.00/day
Drum Dolly.....	\$25.00/day
Drums	\$75.00/ea.
Dynamometer, In-line Scale	Per Quote
Hammer Drill	Per Quote
Hand Auger/Sampler Equipment	\$50.00/day
Lock n, Load VOC Sample Pres. Sys.	\$20.00/ea.
Magnetic Particle Equipment	Per Quote
Manometer.....	\$100.00/day
Mini-Troll Groundwater Level Transducer	\$100.00/day
Mobile Laboratory.....	Per Quote



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2018)

Nuclear Density Equipment, per hour	\$12.50/hr.
Nuclear Density Equipment, per test	\$10.00
Paint Thickness Meter	Per Quote
Percolation Tank System and Trailer	Per Quote
Personal Protective Equipment Level C.....	Per Quote
Pile Driving Equipment (for pile load testing).....	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	\$100.00/day
Rebound Hammer (Schmidt Hammer)	\$50.00/day
Reinforcing Steel Locating Equipment (DR-Meter).....	\$100.00/day
Relative Humidity Meter	\$100.00/day
Rhino Off Road Vehicle.....	\$100.00/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables.....	Per Quote
Skidmore Bolting Calibration Equipment	\$200.00/day
Slope Inclinator Equipment, per hole.....	Per Quote
Soil Sampling Containers (metal).....	\$15.00/ea.
Soil Sampling Containers (glass)	\$5.00/ea.
Tape Extensometer.....	Peer Quote
Tension Equipment.....	\$50.00/day
Torque/Tension Equipment.....	\$60.00/day
Water Level Indicator	\$45.00/day
Winsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week.....	\$50.00
DSA Box Posting, ea.....	\$25.00
DSA Lab Compliance, per week	\$50.00
Vehicle Mileage Charge	\$.075



EXPERT WITNESS SERVICES

(Effective January 1, 2018)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	\$400.00
Associate Professional	\$300.00
Senior Professional	\$250.00
Clerical/Admin Services	\$90.00

SPECIAL SERVICES

Deposition	\$400.00/hr. ²
Arbitration	\$400.00/hr.
Court Appearance/Hearings	\$1,500.00/half day ³
Standby to Appear	\$750.00/day ⁴

BASIS OF CHARGES

- Hourly rates are charged during investigation, analysis, consultation, and preparation services.
- Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
- Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$3,000.00.
- Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

**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.

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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> <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:		

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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

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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

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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

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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.

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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:

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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 #13-122

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

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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

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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**

Not Project Related

Project #13-122

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.

Not Project Related

Project #13-122

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.

Not Project Related

Project #13-122

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)

Not Project Related

Project #13-122

- 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.

Not Project Related

Project #13-122

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

Not Project Related

Project #13-122

- 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

Project #13-122

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"/> <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 
---	--

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: Janet Penanhoat

Date of Meeting: 2/21/18

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** X **Agreement Category:**
_____ **Academic**
_____ **Enrichment**
_____ **Special Education**
_____ **Support Services**
_____ **Personnel**
_____ **Legal**
_____ **Facilities**
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

SETTING OF DATE FOR PUBLIC HEARING – RFQ/RFP #17-04, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of HVAC Design-Build Services at Five (5) School Sites (Penanhoat/Fateh)

It is appropriate that the Board of Trustees set the date of Wednesday, April 18, 2018, for:

A public hearing on RFQ/RFP #17-04, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of HVAC Design-Build Services at Five (5) School Sites.

The hearing will take place in the Board Room at the Educational Service Center, located at 1051 South A Street, Oxnard, CA 93030, at 7:00pm, or as soon thereafter as this matter may be heard.

FISCAL IMPACT

N/A

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees set the date of Wednesday, April 18, 2018, for a public hearing on RFQ/RFP #17-04, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of HVAC Design-Build Services at Five (5) School Sites.

ADDITIONAL MATERIAL

None

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 2/21/18

- Study Session:** _____
- Closed Session** _____
- A-1. Preliminary** _____
- A-II. Reports** _____
- B. Hearings** _____
- C. Consent Agenda** X

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items** _____
- F. Board Policies** 1st Reading _____ 2nd Reading _____

SETTING OF DATE FOR PUBLIC HEARING – RFQ/RFP #17-05, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of Lighting Retrofit Services at Three (3) School Sites (Penanhoat/Fateh)

It is appropriate that the Board of Trustees set the date of Wednesday, April 18, 2018, for:

A public hearing on RFQ/RFP #17-05, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of Lighting Retrofit Services at Three (3) School Sites.

The hearing will take place in the Board Room at the Educational Service Center, located at 1051 South A Street, Oxnard, CA 93030, at 7:00pm, or as soon thereafter as this matter may be heard.

FISCAL IMPACT

N/A

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees set the date of Wednesday, April 18, 2018, for a public hearing on RFQ/RFP #17-05, Energy Conservation Services Contracts for Phase II Design, Installation, and Commissioning of Lighting Retrofit Services at Three (3) School Sites.

ADDITIONAL MATERIAL

None

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 2/21/18

- STUDY SESSION** _____
- CLOSED SESSION** _____
- SECTION A-1: PRELIMINARY** _____
- SECTION A-II: REPORTS** _____
- SECTION B: HEARINGS** _____
- SECTION C: CONSENT AGENDA** X

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities

- SECTION D: ACTION** _____
- SECTION F: BOARD POLICIES** **1st Reading** _____ **2nd Reading** _____

Approval of Notice of Completion, San Miguel Pre-School New Portable Classrooms, Bid #16-03 (Penanhoat/Fateh)

The contractor, Viola Inc., has completed the work of Bid #16-03 to perform the work for San Miguel Pre-School New Portable Classrooms, as of November 3, 2017. It is recommended that the Board of Trustees approve the Notice of Completion for this project, which will be filed by the District with the County Recorder’s Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #16-03, San Miguel Pre-School New Portable Classrooms with Viola Inc.

ADDITIONAL MATERIALS:

Attached: Notice of Completion (1 Page)

Return Recorded Notice of Completion to:
Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: San Miguel Pre-School, 2400 South J Street, Oxnard, CA 93033, for Bid #16-03, San Miguel Pre-School New Portable Classrooms:

That on or about the 7th day of June, 2017 the said Oxnard School District of Ventura County entered into a contract with Viola Inc. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 3rd day of November, 2017; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Cesar Morales, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2018, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 02/21/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

ENROLLMENT REPORTS (Penanhoat)

District enrollment as of October 31, 2017 was 16,621. This is 153 less than the same time last year.

District enrollment as of November 30, 2017 was 16,606. This is 160 less than the same time last year.

District enrollment as of December 29, 2017 was 16,549. This is 248 less than the same time last year.

District enrollment as of January 31, 2018 was 16,619. This is 181 less than the same time last year.

FISCAL IMPACT

None.

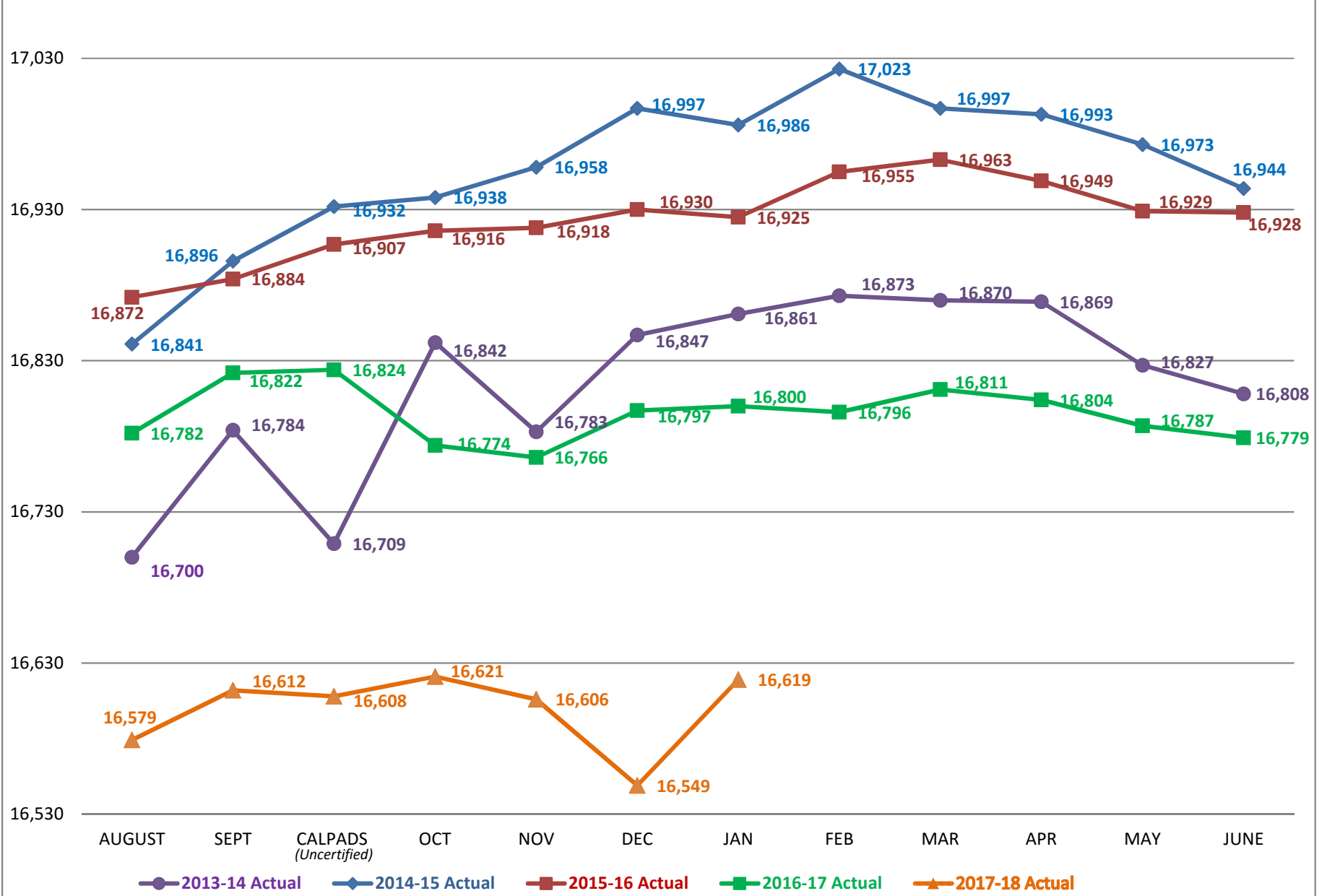
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2013-14 through 2017-18 Actuals (1 page)

Oxnard School District Enrollment History 2013-14 through 2017-18 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **February 21, 2018**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Establish/Abolish/Increase/Reduce Hours of Position (Vaca)

Increase

a two hour 183 day Paraeducator I position number 7168 to be increased to 3 hours in the Special Education department. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Para I-\$4,510 Special Education

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and Support Services, that the Board of Trustees approve the increase of the position, as presented.

ADDITIONAL MATERIAL:

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **February 21, 2018**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca)

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

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

Attached: Classified Personnel Actions (two pages)
Certificated Personnel Actions (one page)

CLASSIFIED PERSONNEL ACTIONS

February 21, 2018

New Hire

Alfaro, Crystal M.	Paraeducator I, Position #7172 Driffill 2.0 hrs./183 days	01/29/2018
Aspuria, John R.	Site Technology Technology, Position #2947 Haydock 5.0 hrs./246 days	01/22/2018
Castillo, Oralia	Transportation Driver, Position #8708 Transportation 5.5 hrs./183 days	01/31/2018
Lucero, Angel R.	Transportation Driver, Position #8707 Transportation 5.5 hrs./183 days	02/01/2018
MacDonald, Amanda M.	Paraeducator I, Position #7167 Brekke 4.16 hrs./183 days	01/24/2018
Perez, Luzmila S.	Transportation Driver, Position #8706 Transportation 5.5 hrs./183 days	02/02/2018
Ramirez, Rosemary R.	Paraeducator III, Position #8497 Special Education 5.75 hrs./183 days	02/05/2018

Exempt

Lopez White, Rylie	Campus Assistant	01/16/2018
Pena, Hilda	AVID Tutor	01/17/2018
Tafoya, Eduardo	Campus Assistant	01/26/2018
Moreno, Alejandro	Campus Assistant	01/29/2018

Limited Term

Banderas Espinoza, Reyna	Paraeducator	01/19/2018
Barrios, Stacy	Paraeducator	01/23/2018
Brashears, Betty	Paraeducator	01/08/2018
Chinas, Mayte B.	Paraeducator	02/05/2018
Fox, Todd	Custodian	01/02/2018
Garcia, Jannelle N.	Paraeducator	01/19/2018
Garcia Gutierrez, Perla	Paraeducator	01/30/2018
Henry, Madlon	Paraeducator	02/01/2018
Jackson, Matthew	Custodian	01/18/2018
Lopez, Leogedaria T.	Paraeducator	01/25/2018
Lumbrano, Angie	Paraeducator	01/08/2018
Pelayo, Alexis	Custodian	01/18/2018
Quezada, Socorro	Paraeducator	01/31/2018
Ramos, Karina	Paraeducator	02/05/2018
Ramirez, Karina	Paraeducator	02/06/2018
Reyes, Itzel	Paraeducator	01/25/2018
Romero, Patricia L.	Paraeducator	01/15/2018

Promotional

Viveros, Janelli	Adaptive Technology Specialist, Position #2879 Special Education 8.0 hrs./183 days Paraeducator II (B), Position #6736 Special Education 5.75 hrs./183 days	02/06/2018
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Transfer

Connor, Diane	Child Nutrition Worker, Position #1369 McAuliffe 5.5 hrs./185 days	02/05/2018
	Child Nutrition Worker, Position #288 Ramona 5.5 hrs./185 days	
Garcia, Sarah O.	Child Nutrition Worker, Position #2247 Haydock 5.0 hrs./185 days	02/05/2018
	Child Nutrition Worker, Position #2222 Frank 4.0 hrs./185 days	
Morales, Maria A.	Child Nutrition Worker, Position #2789 McAuliffe 5.0 hrs./185 days	02/05/2018
	Child Nutrition Worker, Position #6410 Curren 5.0 hrs./185 days	
Rabacal, Rufina F.	Child Nutrition Worker, Position #2840 McKinna 5.0 hrs./185 days	01/22/2018
	Child Nutrition Worker, Position #1703 McKinna 3.0 hrs./185 days	

Unpaid Leave of Absence

Aguilá, Eva M.	Office Assistant II (B), Position #631 Driffill 8.0 hrs./203 days	02/12/2018-02/11/2019
Carrisoza, Angelina	Child Nutrition Worker, Position #1588 Lemonwood 5.5 hrs./185 days	02/28/2018-4/24/2018
Munoz, Ivana	Paraeducator III, Position #5608 Special Education 5.75 hrs./183 days	01/23/2018-05/14/2018 (Tuesdays only)
Reyes, Jennifer	Paraeducator III, Position #1913 Special Education 5.75 hrs./183 days	01/29/2018-05/10/2018

Reinstatement

Ramirez Jr., Randolph P	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	02/09/2018
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Termination

9020	Warehouse Delivery Driver, Position #1016	01/17/2018
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Resignation

Castro, Jennie F.	Paraeducator I, Position #7188 Ramona 2.0 hrs./183 days	02/01/2018
Houchen, Kathy	Accountant/Internal Auditor, Position #1419 Budget & Finance 8.0 hrs./246 days	02/23/2018

CERTIFICATED PERSONNEL ACTIONS

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

New Hires

Charness, Kayla	Substitute Teacher	2017/2018 School Year
Levitz, Joel	Substitute Teacher	2017/2018 School Year
Rosales, Andres	Substitute Teacher	2017/2018 School Year
Timmons, Alan	Substitute Teacher	2017/2018 School Year

RESIGNATION

Mazaherian, Monika	Science Teacher, Fremont	January 26, 2017
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Leave of Absence

Carpenter, Jessica	Soria	February 08 – June 14
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OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **February 21, 2018**

- A. Preliminary Study Session Report _____
- B. Hearing: _____
- C. Consent Agenda Agreement Category: _____
 - ___ Academic
 - ___ Enrichment
 - ___ Special Education
 - ___ Support Services
 - ___ Personnel
 - ___ Legal
 - ___ Facilities
- D. Action Items X
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

REDUCTION IN FORCE: REDUCTION OR DISCONTINUANCE OF PARTICULAR KIND OF SERVICE AND ADOPTION OF RESOLUTION NO. 17-259 (Vaca)

DESCRIPTION OF AGENDA ITEM:

Education Code states that the District must notice certificated staff no later than March 15 of each year if the District plans or anticipates possible reductions in personnel. Based on the Magnet Schools Assistance Program (MSAP) Grant ending and a reconfiguration of support services for students, District staff has determined that the certificated services listed below must be reduced in the following service areas and specified quantity of FTEs. In addition, the specified quantity of FTEs must be eliminated no later than the beginning of the 2018-2019 school year.

Kind of Service	Full-Time Equivalent
Elementary Support Teachers	29.0
Teacher on Special Assignment	20.0
Magnet Schools Assistance Program (MSAP) Coordinator	1.0
Magnet Schools Assistance Program (MSAP) Project Director	1.0
Total FTEs	51.0

District staff has prepared a resolution that must be adopted to authorize the reduction of certificated services in the specified service areas and amounts. Employees will be laid off in reverse order of seniority, with all probationary employees being deemed less senior than

permanent employees. The resolution includes tiebreaking criteria to establish an order of seniority among employees sharing the same seniority date, and “skipping” criteria to retain employees teaching certain subjects critical to the District regardless of seniority.

The tiebreaking criteria are the same as the criteria adopted by the Board for the certificated layoffs in 2012 and 2013.

Following approval of the resolution, by March 15, staff will identify the most junior employees in each of the service areas; identify any other assignments from which those employees might “bump” less senior employees, and mail notices of intent to lay off each of the affected employees. The Board will be advised of the names of the affected employees before March 15.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the Reduction in Force and adoption of Resolution No. 259, due to the ending of the MSAP Grant and the reconfiguration of support services for students.

ADDITIONAL MATERIAL(S):

- Resolution No.: 17-259 re: Reduction or Discontinuance of Particular Kind of Service

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.

**BEFORE THE BOARD OF EDUCATION OF THE
OXNARD SCHOOL DISTRICT**

RESOLUTION NO.: 17-259

**REDUCTION OR DISCONTINUANCE
OF PARTICULAR KINDS OF SERVICE
(EDUCATION CODE §§ 44949 and 44955)**

RESOLUTION # 17-259

WHEREAS, the Superintendent of the Oxnard School District (“District”), has determined that it is in the best interest of the District, and the welfare of the students thereof, to reduce or discontinue certain particular kinds of services, hereinafter enumerated, and has recommended to the District’s Governing Board (“Board”) that the District reduce particular kinds of service no later than the beginning of the 2018-2019 school year; and

WHEREAS, the recommendation includes the assessment that it shall be necessary to reduce the following particular kinds of service of the District no later than the beginning of the 2018-2019 school year:

Kind of Service	Full-Time Equivalent Positions (FTEs)
Elementary Support Teachers	29.0
Teacher on Special Assignment	20.0
Magnet Schools Assistance Program (MSAP) Coordinator	1.0
Magnet Schools Assistance Program (MSAP) Project Director	1.0
	Total FTEs 51.0

AND WHEREAS, the Governing Board is required by law to give notice, by March 15, 2018, to all certificated employees affected by any decision to reduce or eliminate this particular kind of service;

IT IS RESOLVED THAT:

- A. The Board hereby determines to reduce the discontinue services as specified in the recommendation set forth in the recitals above, no later than the beginning of the 2018-2019 school year.
- B. The Board hereby determines that, as the result of the above-stated reduction of particular kinds of service (the “Reduction in Force”), it will be necessary to terminate at the end of the 2017-2018 school year the employment of certificated employees of the District in a quantity and kind equal to the FTEs specified in the recommendation set forth in the recitals above.

- C. Pursuant to Education Code section 44955(d), the Board hereby determines that there is a specific need at the District for personnel to teach specific courses of study or provide pupil personnel or health services, and to retain certificated employees possessing the special training and experience needed to teach such courses or provide such services that other employees with greater seniority do not possess. The specific needs of the District in this respect are set forth in Exhibit A to this Resolution and are incorporated as though fully set forth herein.
- D. In accordance with California Education Code section 44955(d), the Board hereby determines that the Reduction in Force shall not include any permanent or probationary certificated employee who, by his/her training, experience, and assignment, is described within Exhibit A to this Resolution.
- E. In order to implement this Reduction in Force, it may be necessary to apply tie-breaking criteria to distinguish among certificated employees who first rendered paid probationary service to the District on the same date. Pursuant to Education Code section 44955(b), the Board determines that the order of layoff as between employees who first rendered paid service to the District on the same date shall be established on the basis of the criteria set forth in Exhibit B to this Resolution, which are incorporated as though fully set forth herein.
- F. The criteria set forth in Exhibit B to this Resolution shall also be used to determine the order of reemployment among those certificated employees who first rendered paid probationary service to the District on the same date. The Superintendent, or his designee, has the discretion to determine the appropriate weight of such criteria and the order in which such criteria are most relevant to serve the needs of the District and students in each tie-breaking situation.
- G. In accordance with California Education Code section 44955(b), the District resolves that it will retain employees who are certificated and competent to render services over more senior employees who are not certificated and/or competent to render the same services. "Certificated" shall mean that an employee possesses a credential issued by the California Commission on Teacher Credentialing that authorizes him/her to render instruction or services in the subject matter area in which he/she claims to be entitled to render instruction or services, or has been lawfully exempted or received a waiver from the credential requirement. The criteria set forth in Exhibit C to this Resolution shall be used to determine whether an employee is competent to render services, and such criteria are incorporated as though fully set forth herein.

- H. The Superintendent is directed to send appropriate notices to all employees affected by the above-described reduction of a particular kind of service in accordance with the provisions of the California Education Code, to take all necessary action to implement this Resolution, and to afford the employees all rights to which they are entitled under the law and applicable Collective Bargaining Agreement(s).

This Resolution was adopted at a duly called regular meeting of the Board of Trustees of the Oxnard School District held this **21st day of February 2018**.

Debra M. Cordes
President, Board of Trustees
Oxnard School District

Ernest "Mo" Morrison
Clerk, Board of Trustees
Oxnard School District

Exhibit A

“SKIPPING” CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(d)(1)

The District shall retain certificated employees in the particular kind of services identified in Board Resolution #17-259, regardless of their seniority, to the extent one or more of their assignments meet any of the following criteria:

1. Employees with experience and who possess a credential authorizing the teaching of special education classes during at least two of the previous three school years, and are expected to teach one or more special education classes for the District in the 2018-2019 school year.

Employees who meet any of the foregoing criteria for some but not all of their assignment(s) shall be retained only as to that portion of their assignment(s) in 2018-2019 that meets the foregoing criteria.

The Superintendent or designee is authorized to determine which employees qualify to be “skipped” from the Reduction in Force and to determine the manner in which the foregoing criteria shall be applied to each employee.

Exhibit B

TIEBREAKING CRITERIA PURSUANT TO EDUCATION CODE SECTION
44955(b)

Employees sharing the same first date of paid probationary service to the District shall be awarded tiebreaking points on the following basis:

Criterion	Points
Possession of credential(s) authorizing service for the District on March 15, 2018	3 for each professional clear 2 for each preliminary 1 for each of any other credential
Subject matter authorizations held on March 15, 2018, including supplemental authorizations, on credential(s) authorizing service for the District	1 per authorization
Possession of Bilingual Cross-Cultural Language and Development certificate or its equivalent on March 15, 2018	1
Column placement on salary schedule as of March 15, 2018	1 per applicable column
Service as BTSA Mentor teacher within 2017-2018 school year and/or two immediately preceding school years	3 per school year
Service as Department Chairperson or Instructional Team Leader	1
Possession of a License through the Board of Behavioral Sciences (Educational Psychologist)	3

Employees with a greater number of points shall be considered more senior than employees with a fewer number of points, for purposes of determining order of layoff and order of reemployment.

If application of the foregoing criteria fails to resolve a tie among two or more employees, among the employees who remain tied the employee with the earliest date of issuance of a preliminary or professional clear credential shall be considered the more senior employee. As among employees who remain tied who have never obtained a preliminary or professional clear credential, the employee with the earliest date of

issuance of an intern credential shall be considered the more senior employee. As among employees who remain tied who have never obtained an intern, preliminary, or professional clear credential, the employee with the earliest date of issuance of an emergency or pre-intern credential, provisional intern permit or short-term staff permit shall be considered the more senior employee.

The Superintendent is authorized to develop and apply additional supplemental tiebreaking criteria which the District shall use only in the event that the foregoing criteria do not resolve all ties, and which the District shall apply only to those employees who remain tied after the foregoing criteria have been exhausted.

The Superintendent is authorized to determine the number of tiebreaking points to be awarded to each employee and to determine the manner in which the tiebreaking criteria shall be applied to each employee.

Exhibit C

COMPETENCY CRITERIA PURSUANT TO EDUCATION CODE SECTION 44955(b)

Pursuant to Education Code section 44955(b), “Competent” shall be defined as follows:
(1) The employee has actually rendered instruction or services in the subject matter area in which s/he claims to be entitled to render instruction or services in or after the 2007-2008 school year, whether for the District or another school district; and (2) the employee possesses a BCLAD, CLAD, SB 1969, or other certificate authorizing him/her to instruct English Learner students.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: February 21, 2018

- A. Preliminary: _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____ X
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

2018 CSBA Delegate Assembly Election

An opportunity is presented for the Board of Trustees to consider whether or not it wishes to vote on representatives to fill two (2) vacancies in the CSBA's Delegate Assembly, Subregion 11-B (Ventura County). An original ballot must be signed and postmarked by the Post Office no later than Thursday, March 15, 2018. The Delegates will serve two-year terms beginning April 1, 2018 through March 31, 2020. The following individuals are listed on the ballot:

- John Andersen (Conejo Valley USD)*
- William "Bill" Daniels (Simi Valley USD)*
- Vianey Lopez (Hueneme ESD)*
- Denis O'Leary (Oxnard SD)
- Veronica Robles-Solis (Oxnard SD)*
- Kelsey Stewart (Santa Paula USD)

*denotes incumbent

FISCAL IMPACT: None.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Memo from CSBA President Mike Walsh
- Copy of ballot to be signed by Superintendent or Board Clerk
- Copies of each candidate's CSBA 2018 Delegate Assembly Biographical Sketch Form



TIME SENSITIVE, REQUIRES BOARD ACTION
BALLOT DEADLINE: Thursday, March 15, 2018

January 29, 2018

MEMORANDUM

To: All Board Presidents and Superintendents
CSBA Member Boards of Education

From: Mike Walsh, President

Re: Ballot for 2018 CSBA Delegate Assembly Election
U.S. Postmark Deadline – Thursday, March 15, 2018

Enclosed is the ballot material for election of a representative to the CSBA Delegate Assembly from your region or subregion. The material consists of the ballot (on red paper), required candidate biographical sketch form, and if submitted, a résumé. In addition, provided is a watermarked “copy” of the ballot on white paper so that it may be included in board agenda packets, if you choose to do so. **Only the completed ballot on red paper is to be returned.**

The board, as a whole, may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies in the region or subregion, the board may vote for up to three individuals. Regardless of the number of vacancies, each board may cast no more than one vote for any one candidate. (The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.)

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). **Ballots must be postmarked by the U.S. Post Office on or before Thursday, March 15, 2018. No exceptions are allowed.**

Election results will be available no later than Friday, April 1. If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020. The next meeting of the Delegate Assembly is on Saturday, May 19 – Sunday, May 20 at the Hyatt Regency in Sacramento.

The names of all Delegates will be available on CSBA’s website no later than Friday, April 1. Please do not hesitate to contact our Executive Office at (800) 371-4691, should you have any questions. Thank you.

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

Number of vacancies: 4 (Vote for no more than 4 candidates)

Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020

**denotes incumbent*

- John Andersen (Conejo Valley USD)*
- William "Bill" Daniels (Simi Valley USD)*
- Vianey Lopez (Hueneme ESD)*
- Denis O'Leary (Oxnard SD)
- Veronica Robles-Solis (Oxnard SD)*
- Kelsey Stewart (Santa Paula USD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.



2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: January 4, 2018

Name: John E. Andersen

CSBA Region-subregion #: 11B

District or COE: Conejo Valley Unified School District

Years on board: 3

Profession: Financial Advisor

Contact Number: (please v Cell Home Bus.) 805-390-5487

*Primary E-mail: Andersens_5@verizon.net

(*Communications from CSBA will be sent to primary email)

Are you a continuing Delegate? Yes No If yes, how long have you served as a Delegate? 2 years

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

CSBA is a stronger organization when Districts from all demographics are represented, and board members from all ideologies participate. I grew up in a poor farming community in central California, and now serve in one of the state's most affluent communities. I have a deep understanding of the state's varied socioeconomic clusters, the collaborative spirit to work in teams of diverse viewpoints, and the skills/experience to lead teams if called upon. I have been involved in area politics for over a decade, and in community activism for over three decades. California's public education system can not survive "business as usual" much longer. Funding remains schizophrenic and the achievement gap is not improving. As demonstrated in my 40 years in business (22 corporate) and 30 years of community activism, I bring the bold, collaborative leadership skills needed.

Please describe your activities and involvement on your local board, community, and/or CSBA.

1) CSBA - Now completing my first two-year term as Delegate, participating enthusiastically in all sessions. Have attended all CSBA AE Conferences, including sponsoring/hosting the Fellowship Breakfast at the 2017 Conference. 2) CVUSD (my Board) - In my fourth year of my first term, I have served as Clerk, VP, and now President. I have served on a variety of both standing and ad hoc committees. Twenty plus years in PTA and independents, earning PTA's Honorary Service Award. Very active in Scouts, Y programs, youth sports and high school sports. Board of Directors (past; including Vice Chair) - Surepath (Credit Counseling Agency). Board of Directors (past; including President) - Ventura County Youth Track Conference. Board of Elders (past) - Monte Vista Presbyterian Church. Executive Board (present; including Vice Chair) - VCRCC. Enhancing and creating community partnerships (both formal and informal) is crucial for expanding student/program opportunities and creating a greater sense of responsibility within the community.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

1) Inadequate and Misaligned State Funding - The current LCFF funding model creates as many losers as winners. It is time to end this unfair system. 2) State Mandates - Whether from the Legislature or CDOE, state mandates make it difficult for LOEs to concentrate on the issues most important to them. The answer is LOCAL CONTROL - do away with mandates and categoricals and let LOEs decide for themselves. For both of these issues, CSBA needs to help drive local advocacy efforts (speed it up!), and begin supporting legislature candidates who are not afraid to vote for school issues. 3) Many districts are developing novel (great!) new programs and approaches (best practices). CSBA needs to drive Webinars and on-demand videos for more timely sharing of these successes. Once per year at AEC is too infrequent. CSBA needs to INTENSELY evaluate a partnership with CTA in pursuing deliverables from the legislature.

Professional Summary

- **Royal Alliance Associates – Financial Advisor – 2006 to Present**
 - Provide financial advisory and retirement planning services to both individual and business clients.
 - **J. Jireh and Associates – Senior Account Manager – 1999 -2005**
 - For corporate clients, provide technical staffing support for engineering and IS/IT positions.
 - **Verizon/GTE – Section Manager – 1977-1999**
 - President’s Leadership Award – Two-time recipient in program/project management roles.
 - Develop system strategic plans and budgets (departmental; capital) at both a departmental and line-of-business level.
 - Directing work-groups in excess of 40 employees and direct budgets of \$10M.
 - Directing various corporate realignments of information system workgroups.
-

Education, Professional Development

- **Occidental College, 1977; BA, Economics**
 - **Securities Licenses (Financial Services) – Series 7, Series 66, CA Insurance License**
-

Volunteer/Community Organizations

- **Current**
 - VCRCC – Board Member, Vice Chair
 - Conejo Valley Unified School District – Board of Trustees
 - Community Faith Activities – Leader of local pastors group; work with homeless.
 - **Past**
 - PTA/PFA – 1987-2000; Recipient of Honorary Service Award
 - Ventura County Youth Track Association – 1989 to 2002; Board Member, President
 - Monte Vista Presbyterian Church – Elder, Teacher, Worship Leader
 - Surepath (consumer credit counseling) – Board Member, Vice Chair
-

Relevant Skills, Qualifications

- Group leadership, team building/participation, program/project management
- Budgeting, financial analysis
- Public speaking, lobbying



2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature:  Date: December 14, 2017

Name: <u>William "Bill" Daniels</u>	CSBA Region-subregion #: <u>11-B</u>
District or COE: <u>Simi Valley Unified School District</u>	Years on board: <u>3</u>
Profession: <u>Police Officer</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>805-377-1848</u>
*Primary E-mail: <u>william.daniels@simivalleyusd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>1 year</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

In 2017, I had the privilege of filling a vacant seat on the Delegate Assembly (Region 11-B). I'm extremely interested in continuing to serve on the Delegate Assembly and helping CSBA become a voice at the state level that will in turn better serve the educational needs of the children in California. I'm the type of person that's willing to roll up their sleeves and get to work and not sit back and wait for others to do the job. I have a tremendous work ethic and always willing to give 100%.

During my first year on the Delegate Assembly, I had the honor of working with the other Delegates from Region 11 and look forward to working with them in the future.

Please describe your activities and involvement on your local board, community, and/or CSBA.

In my third year on the school board, I continue working towards bringing positive change to the way business is conducted in our school district each and every day. I continue to believe the citizens and the businesses of Simi Valley appreciate the positive progress the district has made over the past three years. I have also had the opportunity to serve as both the President and Clerk of the Board.

In December 2017, I attended my fourth CSBA Conference. It was also my first conference as a member of the Delegate Assembly. For the past 30 years, I have been a police officer serving the residents and businesses of Simi Valley. In my role as a police officer and union leader, I also have been involved in several non-profit groups in town.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe the largest challenge facing public education today is ensuring the state allocates enough financial resources to allow children in our state the best possible educational experience. I believe CSBA has to develop a larger footprint at both the state and federal levels to ensure education remains a priority and is properly funded. I also believe CSBA and other similar groups throughout the United States need to pressure the Federal Government and hold them to their commitment from years ago to fund special education programs at 40% and not the 8-10% they are funding today.

2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

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Signature: *Vianey Lopez* Date: 01/07/2018

Name: <u>Vianey Lopez</u>	CSBA Region-subregion #: <u>11</u>
District or COE: <u>Hueneme</u>	Years on board: <u>5</u>
Profession: <u>District Director for Assemblymember</u>	Contact Number: (please <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>805-204-7500</u>
*Primary E-mail: <u>vianey.lopez56@gmail.com</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>3 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in continuing to serve as a delegate because education is very important to me. As a school board member it is important to have a diverse representation of members on the Delegate Assembly that range from women, men, ethnicity, background, and experience. I attended the school district for which I serve on the board. I was an English language learner and understand some of the complexities of the students in California who I share a similar background with. It is important to have diverse representation on the Delegate Assembly just like we need it statewide.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Aside from serving on the school board, I also serve on the non-profit board Future Leaders of America, which is a youth organization focused on developing the leadership skills of high school students. I have served on this board for approximately 7 years as secretary and treasurer. I am also an active member of the League of United Latin American Citizens (LULAC) in Ventura County. LULAC is a civil rights organization that has led different activities to uphold the civil rights of all people. Lastly, I have been involved with the Ventura County Womens Political Council (VCWPC) in different capacities, most recently as Vice President. VCWPC works towards getting women into public office.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

While technology and access to social media platforms has expanded and allowed for many opportunities to grow and expand learning possibilities of students and staff, I believe it has also caused an expectation for action and results to happen faster than what may possible. CSBA can help address this by narrowing down the information we are seeing and offering board members opportunities to build knowledge of the need and social issues that are pushed on these platforms. Providing opportunities for members to grow year round rather than once a year at the Annual Education Conference.

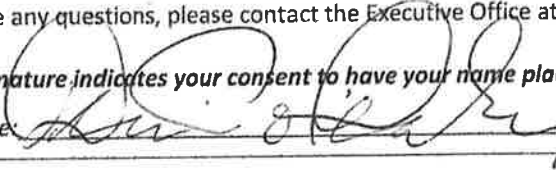
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DUE: Sunday, January 7, 2018

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Signature: 

Date: January 5, 2018

Name: <u>Denis O'Leary</u>	CSBA Region-subregion #: <u>11-B</u>
District or COE: <u>Oxnard School District</u>	Years on board: <u>14</u>
Profession: <u>Teacher</u>	Contact Number: (please <input checked="" type="checkbox"/> X Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>805-407-1987</u>
*Primary E-mail: <u>doleary@oxnardsd.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Delegates bring the needs of our students, community and educators to legislators who can forge policy and law. I want to be an advocate in the body of CSBA representing the collective goals of my community. I have been a Trustee for 14 years. I have advocated in Sacramento, Washington DC, Mexico City as well as other regions in our country for a focused support for education.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Beyond having served as a Trustee, I have served as Regional President of CABA, District Director of LULAC, and as a founding member of Californians Together. I have fought for civil rights as an advocate, leader and author. I have regularly written about advancing our community in education as well as having been a regular speaker on Spanish radio.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The greatest challenge for Trustees and CSBA is to bridge the gap between political policy making that is often distracted away from academics and the demands and needs of our community in education. CSBA must represent education as a vital segment for our community's better future.



2018 Delegate Assembly Candidate Biographical Sketch Form

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Signature:  Date: January 6, 2018

Name: <u>Veronica Robles-Solis</u>	CSBA Region-subregion #: <u>11.B</u>
District or COE: <u>Oxnard School District</u>	Years on board: <u>8</u>
Profession: <u>Social Worker</u>	
Contact Number: (please V Cell X) <u>1-805-377-6835</u>	
*Primary E-mail: <u>vrobles-solis@oxnardsd.org</u>	
<i>(*Communications from CSBA will be sent to primary email)</i>	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>1 year</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am a dedicated supporter of public education, and I would like to continue to advocate on behalf of our students as a Delegate. Upon completion of my first year as a Delegate, I feel my work is unfinished. I am confident that I can contribute in numerous ways. I bring proven leadership, management, and effective communication skills. I would love to continue more in-depth advocacy, provide policy direction and continue to assure CSBA reflects in the interest of school districts and county offices of education throughout the state.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Since being elected in 2010, I've served as Board President of my local board in 2011-2012, 2014-2015, and 2015-2016; I also served as Board Clerk from 2013-2014. I chaired Measure "R" bond campaign in 2012 and Measure "D" bond campaign in 2016; both measures passed successfully under my leadership. In 2014 I completed my Masters of Governance. I currently serve on the Advisory Committee on Education for Assemblymember Monique Limon AD37. I am the Vice President of Programs for Ventura County School Board Association.

As a Social Worker I believe in giving back to our community. I am a member and a dedicated supporter of PTA, a member League of United Latin American Citizens (LULAC), Ventura County Women's Political Council and a Girl Scouts Troop Leader. In the community I am also involved as an AYSO soccer Team mom, baseball mom and I volunteer at different community events with my family.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Governing boards are faced with making tough decisions for the betterment of our students. The CalPERS/CalSTRS pension increase is a major hurdle that all governing boards need to be aware of to face this challenge. In California, some districts have been forced to make reductions to their LCAP as a result of the CalPERS/CalSTRS increase. The impact of the pension cost increase will hurt our students, and with the support of CSBA, we need to continue to keep the governing boards updated with CalPERS and CalSTRS increases.

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Signature:  Date: 12/21/2017

Name: <u>Kelsey Stewart</u>	CSBA Region-subregion #: <u>11B</u>
District or COE: <u>Santa Paula Unified School District</u>	Years on board: <u>5</u>
Profession: <u>School Board Member</u>	Contact Number: (please v <input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>(805) 290-8441</u>
*Primary E-mail: <u>kstewart@santapaulaunified.org</u>	
(*Communications from CSBA will be sent to primary email)	
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested because I would like to represent the interest and innovative ideas of all governing boards in Region 11B at the state level through CSBA. We, as board trustees are the largest governing body in the State of California and have an opportunity and obligation to enhance the education of millions of students through our local school boards. Region 11B is a great community and I believe we can all work together to help our students achieve greatness in Ventura County. My background in management boasts excellent communication, organization, problem solving and leadership qualities while my experience in unifying two school districts has enhanced my knowledge of policies, procedures, setting direction and governance at a local level.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Since elected in 2012, I have served as; Board Representative to VCOE, SPUSD Board Clerk, Board Vice President and most recently presiding President during the Thomas Fire emergency and the departure of our superintendent. I served as Secretary for the Santa Paula Citizens for Measure T Executive Committee while running my own campaign for school board, both contests were successful. I have volunteered for many sports activities on our local campuses as well as Little League International as well as serving on many committees for local Boy Scouts of America in Ventura County. I visit our campuses often for special occasions, most notably Dr. Seuss Week reading to students and Valentine's Day as a lively and colorful character named Veronica Valentine. (The high school students love the enthusiasm.) I obtained my Masters in Governance through CSBA in 2014 and have attended all CSBA ACE conferences since being elected, striving to practice what I learned through those courses in my home district.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest challenges we face as governing boards is working together through democracy. It is the board of trustees that set the direction for the district and implement a plan to achieve the vision for the future of public education in our communities. Collaborating with those you may not agree with is challenging and often hinders progress towards growth as a district. CSBA can help boards overcome these challenges in preparing all trustees for their role through effective governing classes and conferences. Boards need an abundance of knowledge to properly govern their districts in topics such as effective audits, the Brown Act, collective bargaining, superintendent evaluations and administrative accountability. I believe it is the responsibility of the regional delegates to ensure we are educated properly through CSBA, so I would like the opportunity to be that voice.

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 2/21/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____ X

SECTION E: APPROVAL OF MINUTES _____

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

Approval of the Comprehensive Safe School Plans 20 Sites (Freeman/Ridge)

All 20 school sites have a Comprehensive Safe School Plan that is aligned to the requirements as stated in California Education Code Section 32280. The plans contain appropriate strategies and programs that maintain a high level of school safety, discrimination and harassment policies, and procedures to ensure the creation of a safe and orderly environment conducive to learning.

All Comprehensive Safe School Plans were written in consultation with representatives from law enforcement, school staff, and parents.

FISCAL IMPACT:

Each school site has developed a Single Plan for Student Achievement Goal 4 that addresses the financial impact of ensuring that schools have a safe and orderly environment conducive to learning.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Pupil Services that the Board approve the Comprehensive Safe School Plans for all 20 elementary and intermediate Schools.

ADDITIONAL MATERIAL:

Attached: PowerPoint

The electronic version of the Comprehensive Safe School Plans of each school will be available for viewing on February 16th, 2018 after 5:00 p.m. on the board agenda list of the mentioned meeting.



COMPREHENSIVE SCHOOL SAFETY PLANS (CSSP)

**Oxnard School District
Board Meeting
February 21, 2018**

State Board of Education



- It is the policy of the State Board of Education that every child that attends a public school has the right to attend a safe school.
(Constitution of the State of California, Article 1, Section 28(c),)
- California Education Code Section 32280 requires that all schools have a Comprehensive School Safety Plan which includes crisis response.
(SB 187 Hughes)
- The State Board believes that students cannot benefit fully from an educational program unless they attend school regularly in an environment that is free from physical and psychological harm.



Comprehensive School Safety Plans



- All school sites completed their Comprehensive School Safety Plans in consultation with school staff, parents, law enforcement, community stakeholders and with adoption by School Site Council.
- CA Education Code 32286 requires that the local Board of Education approve Comprehensive School Safety Plans for each school site by March 1 yearly.

Comprehensive School Safety Plans



Components of a CSSP

- (A) Child Abuse Reporting Procedures
- (B) Disaster Procedures
- (C) School Suspensions, Expulsion and Mandatory Expulsion Guidelines
- (D) Procedures to Notify Teachers of Dangerous Pupils
- (E) Sexual Harassment Policies

Comprehensive School Safety Plan



Components of a CSSP cont.

- (F) Dress Code Relating to Gang-Related Apparel
- (G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School
- (H) A Safe and Orderly Environment Conducive to Learning
- (I) School Discipline Rules and Consequences
- (J) Hate Crime Reporting Procedures and Policies

Comprehensive School Safety Plan



Each plan includes:

❖ Safe School Vision



❖ Procedures to Ensure a Safe and Orderly Environment Conducive to Learning including the school's Positive Behavior Interventions and Supports (PBIS) Plan.

Comprehensive School Safety Plans



- Each School Site determined the **Highest Priority** of safety concerns and or need for their site.
- These concerns vary among school sites.
- Examples:
 - Positive structure in the classrooms
 - Conflict resolution skills
 - Personal and social responsibility
 - Anti-bullying
 - Improve dropping off/picking up of students



Comprehensive School Safety Plans



Safety Goals:

- ✓ Each school site developed safety goals with their staff / community and indicated the date to complete the goals and the persons responsible.

- ✓ Three areas of focus:
 - ✓ Positive School Climate
 - ✓ School's Safe Physical Environment
 - ✓ Disaster Preparedness



Comprehensive School Safety Plans



Each CSSP contains appendices which include :

- Disaster Response Procedures
- Emergency Telephone Numbers
- Incident Command System (ICS)
- Evacuation Map(s)



Comprehensive School Safety Plans



Dangerous Intruder on Campus

- Each school has procedures in the event of a dangerous intruder on or near campus.
- Each site in coordination with the Oxnard Police Department conducts Lockdown Drills on a regular basis.
- The plan for dangerous intruders is not included in the plan that is available for public review in order to protect our staff and students.

Considerations for 17-18



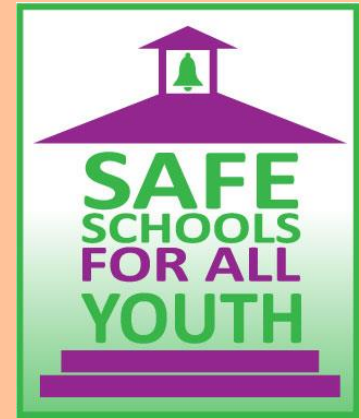
- School construction (Lemonwood, Elm, Marshall)
- Continued focus on school climate (PBIS / CHAMPS)
- Ongoing training for Emergency Operations
- Continued action plans (Climate, Safety and Disaster Preparedness)
- After school program coordination

Comprehensive School Safety Plans

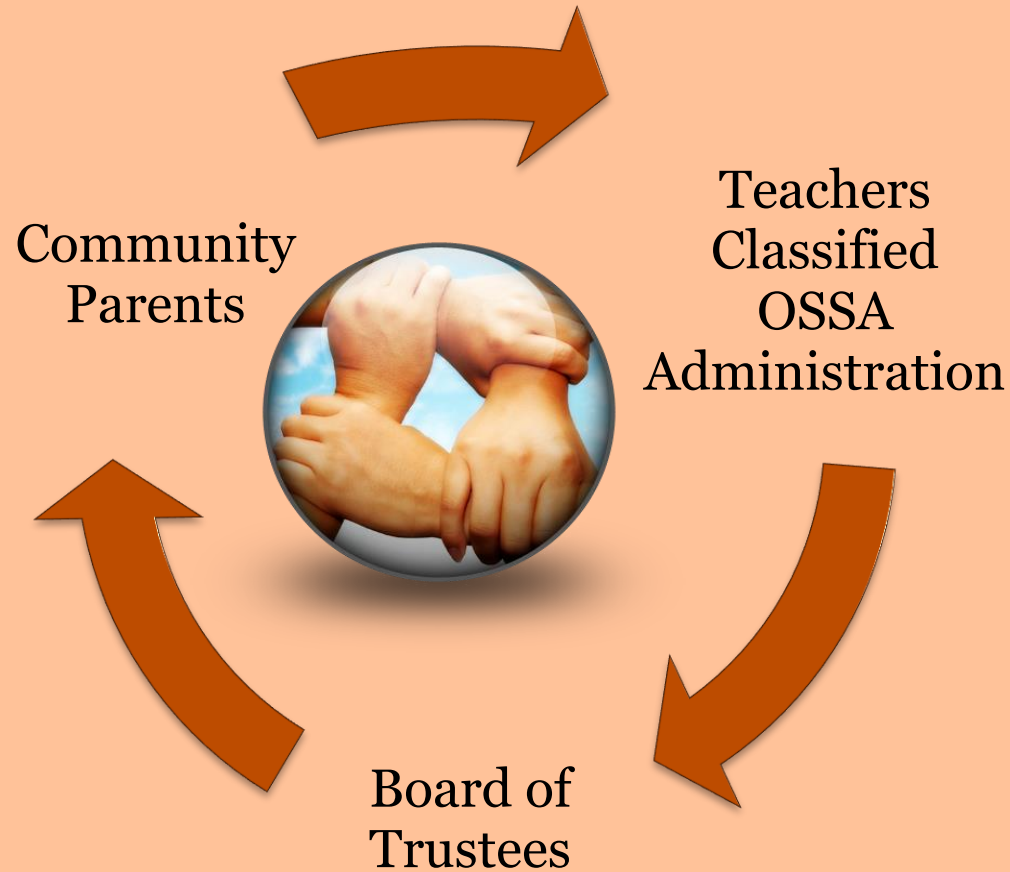


In Summary:

- ***Comprehensive***
 - *Campus security*
 - *Safe and positive environment*
 - *Disaster preparedness*
- ***Prevention / Intervention***
- ***English / Spanish***



Teamwork to Ensure Safe Schools



Comprehensive School Safety Plans



Recommendation:

Approval of Comprehensive School Safety Plans.



BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: February 21, 2018

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-I: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- SECTION D: ACTION _____ X
- SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

ADOPTION OF RESOLUTION #17-24 OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS (Penanhoat/CFW)

The District’s bond measure, Measure D, was approved by District voters on November 8, 2016, authorizing the District to issue GO Bonds in the amount of up to \$142.5 million. The first phase of financing was obtained with Series A Bonds issued in March 2017 in the amount of \$81 million, leaving \$62.5 million authorized but unissued. The adoption of Resolution #17-24 starts the process of obtaining phase two financing, with the issuance of Series B Bonds in the amount of \$20 Million.

Resolution #17-24 authorizes the Bonds to be issued as traditional tax-exempt general obligation bonds pursuant to California law. The resolution authorizes the Bonds to be issued as a combination of current interest bonds and capital appreciation bonds. Under California law (AB 182), when capital appreciation bonds are proposed, the resolution must first be presented to the Board as an information item, and at the next meeting may be voted upon as an action item. This information item was presented at the February 7, 2018 Board meeting. Items required to be disclosed to the Board at the informational meeting relating to the bond structure were included in Appendix B and Appendix C to the Resolution. The Bonds may only be issued in full compliance with all applicable laws, including the provisions of AB 182, and the District’s Debt Management Policy. ***AB 182 requires the following statement appear on the agenda:***
Resolution authorizes bonds which allow for the compounding of interest.

RESOLUTION NO. 17-24

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$20,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, an election was duly and regularly held in the Oxnard School District (the "District") on November 8, 2016, in accordance with Article XIII A Section 1 paragraph (b) subsection (2) of the California Constitution, for the purpose of submitting Measure D (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$142,500,000 (the "Bonds"), and the requisite fifty-five percent of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the abbreviated form of the Bond Measure is:

"To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens' Oversight Committee, annual audits, and no money for administrator salaries?";
and

WHEREAS, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, pursuant to the Bond Law, on March 30, 2017, the District issued its General Obligation Bonds, Election of 2016, Series A in the aggregate principal amount of \$81,000,000 to finance the first phase of projects authorized pursuant to the Bond Measure; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of a second series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed \$20,000,000 to be designated "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B" (the "Series B Bonds") as provided in this Resolution for the purpose of providing financing for the second phase of projects authorized under the Bond Measure;

WHEREAS, as required by Education Code Section 15268, the Series B Bonds shall be issued only in a principal amount that does not cause the District to exceed applicable bonding capacity limitations, taking into account any waivers that have been granted by the California State Department of Education, including specifically the waiver that was granted to the District on March 9, 2017; and

WHEREAS, as required by Government Code Section 53508.5 and Education Code Section 15146(b)(2), because it is anticipated that a portion of the Series B Bonds will be issued as capital appreciation bonds which provide for the compounding of interest as provided herein, this Resolution was publicly noticed as an information item on the agenda for the February 7, 2018 meeting of the Board, and the Board was presented with the following items, all as more particularly set forth in Appendix B, attached hereto and made a part hereof:

- an analysis containing the total overall cost of the Series B Bonds that allow for the compounding of interest,
- a comparison to the overall cost of issuing only current interest bonds,
- the reasons that capital appreciation bonds that provide for the compounding of interest are being recommended, and
- a copy of the disclosure made by the Underwriter (defined herein) in compliance with Municipal Securities Rulemaking Board Rule G-17;

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix C is the information relating to the Series B Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, on February 15, 2017, the Board approved a Debt Issuance and Management Policy (BP 3470) which complies with Government Code Section 8855, and the delivery of the Series B Bonds will be in compliance with said policy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Oxnard School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Accreted Value” means, with respect to any Capital Appreciation Bond, the total amount of principal thereof and interest payable thereon as of any Compounding Date determined solely by reference to the Table of Accreted Values set forth on such Capital Appreciation Bond. The Accreted Value of any Capital Appreciation Bond as of any date other than a Compounding Date will be the sum of (a) the Accreted Value as of the Compounding Date immediately preceding the date as of which the calculation is being made plus (b) interest on the Accreted Value determined under the preceding clause (a), computed to the date as of which the calculation is being made at the Accretion Rate set forth on such Capital Appreciation Bond (computed on the basis of a 360-day year of twelve 30-day months).

“Accretion Rate” means, unless otherwise provided by the Bond Purchase Agreement pursuant to Section 3.01, the rate which, when applied to the principal

amount of any Capital Appreciation Bond and compounded semiannually on each Compounding Date, produces the Maturity Value of such Capital Appreciation Bond on the maturity date thereof.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series B Bonds.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure D submitted to and approved by the requisite two-thirds of the voters pursuant to the provisions of the California Constitution and the California Education Code on November 8, 2016, under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series B Bonds and pay the purchase price therefor.

“Building Fund” means the fund established and held by the County Treasurer under Section 3.03.

“Capital Appreciation Bonds” means the Series B Bonds which are designated as such in the Bond Purchase Agreement, the interest on which is compounded semiannually on each Compounding Date and is payable in full at maturity as shown in the table of Accreted Value for the Capital Appreciation Bonds.

“Closing Date” means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriter.

“Compounding Date” means, with respect to any Capital Appreciation Bond, each February 1 and August 1, unless otherwise provided in the Bond Purchase Agreement, commencing on the date set forth in the Bond Purchase Agreement, to and including the date of maturity or redemption of such Capital Appreciation Bond.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series B Bonds.

“County” means County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Ventura County Treasurer-Tax Collector, or any authorized deputy or designee thereof.

“Current Interest Bonds” means the Series B Bonds which are designated as such in the Bond Purchase Agreement, the interest on which is payable on a current basis on each Interest Payment Date.

“Debt Service Fund” means the account established and held by the County Treasurer under Section 4.02.

“Denominational Amount” means, with respect to any Capital Appreciation Bonds, the initial purchase price (exclusive of any premium) of such Capital Appreciation Bond .

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Oxnard School District, an elementary school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Superintendent, the Deputy Superintendent, Business and Fiscal Services, and such any of such officer’s written designees, and any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Series B Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

“Interest Payment Dates” with respect to any Current Interest Bond, means February 1 and August 1 in each year during the term of such Current Interest Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Maturity Value” means, with respect to any Capital Appreciation Bond, the Accreted Value of such Capital Appreciation Bond to be paid at maturity.

“Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except: (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

“Paying Agent” means any bank, trust company, national banking association or other financial institution appointed as paying agent for the Bonds in the manner provided in Article VI of this Resolution. The County, if appointed by the District, may serve as the District’s paying agent, including through a designated agent.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series B Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Series B Bonds” means the not-to-exceed \$20,000,000 aggregate principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B, issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, the underwriter of the Series B Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is adopted by the Board under the authority of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, taking into account and waivers of said limits which have been granted to the District. Further, for the purposes of determining the principal amount of the Series B Bonds which are issued hereunder, the principal amount of any Capital Appreciation Bonds shall be equal to the Denominational Amount thereof.

ARTICLE II

THE SERIES B BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series B Bonds in the aggregate principal amount not to exceed \$20,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) subsection (2) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition and construction of educational facilities in accordance with the Bond Measure and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest on all Series B Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, or any combination thereof, and shall be designated the "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B", together with any further designations as may be identified in the Bond Purchase Agreement.

SECTION 2.02. *Terms of Series B Bonds.*

(a) Terms of Current Interest Bonds. The Current Interest Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Current Interest Bonds maturing in the year of maturity of the Current Interest Bond for which the denomination is specified. Current Interest Bonds will be lettered and numbered as the Paying Agent may prescribe. The Current Interest Bonds will be dated as of the Closing Date.

Interest on the Current Interest Bonds is payable semiannually on each Interest Payment Date. Each Current Interest Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Current Interest Bond is in default at the time of authentication thereof, such Current Interest Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Terms of Capital Appreciation Bonds. The Capital Appreciation Bonds will be issued in fully registered form without coupons in denominations of \$5,000 in Maturity Values or any integral multiple thereof (except that one Capital Appreciation Bond may be issued in a denomination the Maturity Value of which is not an integral multiple of \$5,000), maturing on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the maturity amounts as will be determined upon the sale thereof. Interest on the Capital Appreciation Bonds compounds on each Compounding Date at the respective Accretion Rates to be determined upon the sale

thereof, and is payable solely at maturity or upon earlier redemption thereof as hereinafter provided.

Each Capital Appreciation Bond will be dated as of the Closing Date. The Accreted Value of the Capital Appreciation Bonds will be payable solely at maturity or earlier redemption thereof to the Owners thereof upon presentation and surrender thereof at the Office of the Paying Agent. The Accreted Value of the Capital Appreciation Bonds will be payable in lawful money of the United States of America upon presentation and surrender thereof at the Office of the Paying Agent.

(c) Maturities; Basis of Interest Calculation. The Series B Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates, as determined upon the sale thereof. The final maturity of the Series B Bonds will be not more than the maximum term permitted under the Bond Law. If the final maturity date of Current Interest Bonds exceeds 30 years from the Closing Date, a District Representative familiar with the project is authorized to certify that the useful life of the project to be financed with the proceeds of the Series B Bonds exceeds the final maturity of the Series B Bonds. Interest on the Series B Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(d) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(e) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series B Bonds will be paid on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(f) Interest Rates. The interest rates to be born by each maturity of the Series B Bonds shall not exceed the legal limit of 8 percent. Upon the sale of the Series B Bonds, the District may identify maturities of the Series B Bonds, if any, which include step-up coupons, provided that said coupons are within said required legal limits.

(g) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series B Bonds may be established or modified under the Bond Purchase Agreement. In the event of a conflict or inconsistency between this Resolution

and the Bond Purchase Agreement relating to the terms of the Series B Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Series B Bonds.*

(a) Optional Redemption Dates and Prices. The Series B Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as designated by the District and by lot within a maturity, from any available source of funds, on the dates and at the respective redemption prices as set forth in the Bond Purchase Agreement subject to the restrictions set forth in Section 3.01(a)(iv).

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series B Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series B Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Resolution) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of \$5,000 portions (principal amount or Maturity Value, as applicable). The Series B Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between

two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (d) of this Section.

SECTION 2.04. *Form of Series B Bonds.* The Current Interest Bonds and the Capital Appreciation Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series B Bonds.* The Series B Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series B Bonds.* Subject to Section 2.10, any Series B Bond may, in accordance with its terms, be transferred, upon the Registration Books,

by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series B Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount. No transfers of Series B Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series B Bonds.* Series B Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the cases of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series B Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted

below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series B Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of the DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of the DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District or the County, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the County (upon consultation with the District) to substitute another depository for the DTC (or its successor) because the DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of the DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a

determination by the County (upon consultation with the District) to remove the DTC or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Series B Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series B Bonds to Stifel, Nicolaus & Company, Incorporated, as Underwriter. The Series B Bonds shall be sold pursuant to the Bond Purchase Agreement, in substantially the form on file with the Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District, so long as the limitations contained herein are reflected in the Purchase Contract, including:

- (i) the Series B Bonds shall bear rates of interest or Accretion Rates of not to exceed eight percent (8%) per annum;
- (ii) the Series B Bonds which are Capital Appreciation Bonds shall have a final maturity date of 25 years or less from the date of issuance;
- (iii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed 4:1;
- (iv) the Series B Bonds consisting of Capital Appreciation Bonds shall be subject to redemption prior to maturity at the option of the District, at the Accreted Value thereof, as applicable, without premium, beginning no later than 10 years following the issuance of the Series B Bonds; and
- (v) the Underwriter's discount shall not exceed 1.0% of the principal amount issued.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series B Bonds at negotiated sale for the following reasons: (a) the District requires flexibility in determining whether the Series B Bonds will be issued as Current Interest Bonds or Capital Appreciation Bonds, or a combination thereof, and a negotiated sale provides flexibility to make such determination at the time of the bond sale, (b) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market, and (c) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited.

(b) Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series B Bonds in substantially the form on file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, applying for a municipal bond insurance policy and executing all items related to obtaining such policy, if in the best economic interests of the District, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series B Bonds*. The proceeds of the Series B Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series B Bonds will be transferred to the County Office of Education and deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series B Bonds will be transferred to the County Office of Education for deposit in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series B Bonds to be used by the District to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(g) of the Education Code in order to facilitate the payment of Costs of Issuance. A District Representative is authorized to enter into an agreement with such fiscal agent to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such and related custodial agreement.

SECTION 3.03. *Building Fund.* The County Office of Education shall create and maintain a fund designated as the “Oxnard School District, Election of 2016, Series B Building Fund,” into which the proceeds from the sale of the Series A Bonds shall be deposited, to the extent required under Section 3.02(b). The County Office of Education shall maintain separate accounting for the proceeds of the Series B Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series B Bonds shall be expended by the District solely for the financing of projects for which the Series B Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series B Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Office of Education, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series A Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series B Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Professionals; Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District’s bond counsel and disclosure counsel, and the firm of Caldwell Flores Winters Inc., has previously been engaged to act as the District’s financial advisor (the “Financial Advisor”), in connection with the issuance and sale of the Series B Bonds. The estimated costs of issuance associated with the sale of the Series B Bonds are \$200,000 which include bond counsel and disclosure counsel fees, financial advisor fees, costs of printing the Official Statement, rating agency fees, and paying agent fees, but which do not include underwriting fees or the cost of municipal bond insurance, if obtained.

SECTION 3.05. *Estimates Regarding Assessed Valuations.* The assumptions used in connection with the issuance of the Series B Bonds with respect to assessed valuation growth each year following the issuance of the Series B Bonds until final maturity are set forth in Appendix B hereto.

SECTION 3.06. *Findings Regarding Useful Life.* In the event that Current Interest Bonds are issued with a maturity which extends beyond thirty years, a District Representative which is familiar with the projects to be financed with the proceeds of the Series B Bonds is authorized to make the required findings with respect to the useful life of the projects and the Series B Bonds.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series B Bonds.* The Series B Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Series B Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Series B Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series B Bonds. The principal of and interest on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest on Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

As provided in Section 15251 of the Education Code, the Series B Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. The lien attaches automatically without further action or authorization by the District and is valid and binding from the time the Series B Bonds are executed and delivered.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby requests the County Office of Education to establish, hold and maintain a fund to be known as the "Oxnard School District General Obligation Bonds, Election of 2016, Series B Debt Service Fund", which the County Office of Education shall maintain as a separate account, distinct from all other funds of the County, the Office of Education and the District. All taxes levied by the County, at the request of the District, for the District's payment of the principal of and interest on the Series B Bonds shall be transferred to the County Office of Education and deposited in the Debt Service Fund promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements From Debt Service Fund.* The County Office of Education shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Office of Education shall transfer

amounts on deposit in the Debt Service Fund, to the extent necessary for the District to pay the principal of and interest on the Series B Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Pursuant to such provision, the District hereby authorizes the application of amounts in the Debt Service Fund to reimburse the County Office of Education and the County, as applicable, for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Series B Bonds under Section 6.01. Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid by the District, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the District's payment of the Series B Bonds and amounts on deposit in the Debt Service Fund to the District's payment of the principal or redemption price of and interest on the Series B Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series B Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the District's payment of the Series B Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series B Bonds to provide security for the Series B Bonds in addition to any statutory lien that may exist. The District hereby represents and warrants that all of its general obligation bonds, including the Series B Bonds are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The

District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board requests and directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series B Bond Owners.* The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the

private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series B Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure*. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting*. The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this

Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series B Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank National Association, or any successor agent thereto, is hereby appointed to act as the initial Paying Agent for the Series B Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The County Treasurer may also be appointed to serve as Paying Agent.

The Paying Agent may at any time resign by giving written notice to the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld) the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to

which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series B Bonds.* The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Series B Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in

respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

SECTION 7.01. *Remedies of Series B Bond Owners.* Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series B Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B

Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series B Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series B Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series B Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series B Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series B Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

SECTION 9.02. *Defeasance of Series B Bonds.*

(a) Discharge of Resolution. Any or all of the Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) with the Paying Agent or other escrow agent to pay or redeem such Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this

Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other agent money or securities in the necessary amount to pay or redeem any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the

case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent or other escrow agent in trust for the payment of the principal or redemption price of, or interest on, any Series B Bonds and remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series B Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Application of Provisions to Capital Appreciation Bonds.* Whenever in this Resolution reference is made to the payment of the principal of and interest on the Series B Bonds, such reference includes payment of the Accreted Value and Maturity Value of the Capital Appreciation Bonds, unless otherwise required by the context or by the express provisions of such reference. Whenever in this Resolution any reference is made to the rights of the Owners of the Series B Bonds as measured by the principal amount of such Series B Bonds, the principal amount of the Capital Appreciation Bonds shall be deemed to be the Accreted Value thereof as of the date of exercise of such rights. Notwithstanding the foregoing, for purposes of any statutory or constitutional limitation on the principal amount of bonds which may be issued and outstanding by the District at any time, the principal amount of the Capital Appreciation Bonds shall be deemed to be the Denominational Amount thereof.

SECTION 9.04. *Execution of Documents and Proof of Ownership by Series B Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be

recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.05. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.06. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.07. *Destruction of Canceled Series B Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

SECTION 9.08. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and

powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series B Bond Owners.

SECTION 9.09. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED on February 21, 2018, by the following vote:

AYES:

NOES:

ABSENT:

By: _____
President of the Board of Trustees
Oxnard School District,
Ventura County, California

ATTEST:

By: _____
Clerk of the Board of Trustees
Oxnard School District,
Ventura County, California

APPENDIX A-1

FORM OF SERIES B CURRENT INTEREST BOND

REGISTERED BOND NO. _____

*****\$** _____ *******

OXNARD SCHOOL DISTRICT
(Ventura County, California)
GENERAL OBLIGATION BOND
ELECTION OF 2016, SERIES B

**INTEREST RATE
PER ANNUM:**

MATURITY DATE:

DATED DATE:

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: *** _____ **DOLLARS*****

The Oxnard School District (the "District"), located in the County of Ventura (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing _____ 1, 2018 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before _____ 15, 2018, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being U.S. Bank National Association, Los Angeles, California. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to

designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Governing Board of the District adopted on February 1, 2018 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite fifty-five percent vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$142,500,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$_____ and as Capital Appreciation Bonds (of which this Bond is one) in the aggregate denominational amount of \$_____, all subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 principal amount (or in the case of Capital Appreciation Bonds, \$5,000 maturity value) or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the

option of the District, from any available source of funds, on August 1, 20__ and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[If applicable:] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date (August 1)	Principal Amount To Be Redeemed
---	---------------------------------------

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Oxnard School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk of its Governing Board, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By _____
President

Attest:

Clerk of the Board

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date: _____

U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an
eligible guarantor institution.

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face
of the within Bond in every particular without
alteration or enlargement or any change
whatsoever.

APPENDIX A-2

FORM OF SERIES B CAPITAL APPRECIATION BOND

CAB BOND NO. _____

*****\$** _____ *******
(Maturity Value)

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA
VENTURA COUNTY**

OXNARD SCHOOL DISTRICT
(Ventura County, California)
GENERAL OBLIGATION BOND
ELECTION OF 2016, SERIES B

ACCRETION RATE: MATURITY DATE: DATED DATE: CUSIP:

REGISTERED OWNER:

DENOMINATIONAL AMOUNT: *** _____ **DOLLARS*****

MATURITY VALUE: *** _____ **DOLLARS*****

The OXNARD SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received, hereby promises to pay to the Registered Owner stated above, or registered assigns, the Maturity Value stated above on the Maturity Date stated above. The Accreted Value (as such term is defined in the within-mentioned Resolution) of this Bond as of any date will be determined in accordance with the Table of Accreted Values set forth hereon, representing the principal amount per \$5,000 of Maturity Value together with interest thereon from the Dated Date stated above, compounded semiannually on February 1 and August 1 of each year, commencing _____, 2018 (each, a "Compounding Date"), on the basis of a 360-day year comprised of twelve 30-day months, at a rate equal to the Accretion Rate per annum set forth above. The Accreted Value hereof is payable upon presentation and surrender of this Bond at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being U.S. Bank National Association, in Los Angeles, California. The Accreted Value hereof is payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Bond registration books maintained by the Paying Agent.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other

provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Governing Board of the District adopted on February 21, 2018 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite two-thirds vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$142,500,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued in the form of Current Interest Bonds in the aggregate principal amount of \$_____ and as Capital Appreciation Bonds (of which this Bond is one) in the aggregate denominational amount of \$_____, all subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 principal amount (or in the case of Capital Appreciation Bonds, \$5,000 maturity value) or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity as a whole, or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, at the option of the District, from any available source of funds, on August 1, 20__ and on any

date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed, together with interest thereon to the date fixed for redemption, without premium.

[*If applicable:*] The Bonds maturing on August 1, 20__ (the "Term Bonds") are also subject to mandatory sinking fund redemption on or before August 1 in the years, and in the amounts, as set forth in the following table, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption; *provided, however*, that if some but not all of the Term Bonds have been redeemed under the preceding paragraph, the aggregate principal amount of Term Bonds to be redeemed under this paragraph shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

Sinking Fund Redemption Date (August 1)	Principal Amount To Be Redeemed
---	---------------------------------------

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 30 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Oxnard School District has caused this Bond to be executed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of the Secretary of its Governing Board, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By _____
President

Attest:

Secretary of the Board

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date:

**U.S. BANK NATIONAL ASSOCIATION, as
Paying Agent**

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an
eligible guarantor institution.

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face
of the within Bond in every particular without
alteration or enlargement or any change
whatsoever.

APPENDIX B

DISCLOSURE REQUIRED BY EDUCATION CODE SECTION 15146(b)(1)(E)

1. Analysis of total overall cost of Capital Appreciation Bonds (CABs) (see attached)
2. Comparison to overall cost of Current Interest Bonds (CIBs) (see attached)
3. Reasons that a combination of current interest bonds and capital appreciation bonds are being recommended: Capital appreciation bonds (CABs) have been included in the bond structure because if CABS were not included and only CIBs were issued, the tax rate required to support 2016 Election Bonds (Series A and Series B) is projected to exceed the legal maximum of \$30 per \$100,000 of assessed valuation. Issuing some maturities of the Series B Bonds as CABs is essential to this financing in order to obtain the needed amounts for projects and to stay within tax rate limitations. Without the issuance of some maturities of the Series B Bonds as CABs, the issuance could not legally proceed and the District would not be able to obtain the amount needed for Phase 2 projects of 2016 election voter-approved projects.
4. AV Growth Assumption used in connection with issuance of Series B Bonds: 4.00% annually commencing FY 2018-19.
5. Copy of Rule G-17 Letter (see attached)

Oxnard School District
(Ventura County, California)
General Obligation Bonds, Election of 2016, Series B

New Money AB 182 Requirement Summary		
	Scenario 1	Scenario 2
Par Amount	\$17,700,000	\$17,696,405
Type of Bonds	CIBs CIB-Step Coupons 29 Years	CIBs & CABS CIB-Step Coupons 29 Years
Estimated Net Debt Service	\$38,000,946	\$38,721,094
Estimated Repayment Ratio	2.15x	2.19x
Percent of CABS	0.00%	11.79%
Highest Tax Rate	\$30.55	\$29.99
Average Tax Rate	\$28.93	\$28.93

Oxnard School District
(Ventura County, California)
Scenario 1: CIBs, CIB-Step Coupons

Estimated Tax Rates on General Obligation Bonds

Period Ending	Estimated Assessed Valuation Growth Rate	Total District Assessed Valuation	Election of 2016		Total Net Debt Service	Estimated Annual Tax for Property with \$100,000 Assessed Value	All Debt Estimated Annual Tax for Property with \$100,000 Assessed Value
			Actual Series A Net Debt Service	Estimated Series B Net Debt Service			
1-Aug 2017	3.56%	\$12,231,081,218	-	-	-	\$0.00	\$98.87
2018	4.77%	12,813,934,964	-	-	-	0.00	83.70
2019	4.00%	13,326,492,363	\$1,240,950	\$1,493,521	\$2,734,471	29.84	120.19
2020	4.00%	13,859,552,057	3,945,375	245,400	4,190,775	30.26	115.67
2021	4.00%	14,413,934,139	3,945,375	245,400	4,190,775	29.01	113.00
2022	4.00%	14,990,491,505	3,945,375	496,788	4,442,163	30.55	112.88
2023	4.00%	15,590,111,165	3,945,375	784,088	4,729,463	30.45	111.39
2024	4.00%	16,213,715,612	4,035,375	820,000	4,855,375	29.91	109.43
2025	4.00%	16,862,264,236	4,195,875	820,000	5,015,875	29.72	108.25
2026	4.00%	17,536,754,806	4,363,125	820,000	5,183,125	29.51	106.40
2027	4.00%	18,238,224,998	4,536,375	820,000	5,356,375	29.32	106.75
2028	4.00%	18,967,753,998	4,719,875	820,000	5,539,875	29.16	102.90
2029	4.00%	19,726,464,158	4,910,300	820,000	5,730,300	28.97	101.77
2030	4.00%	20,515,522,724	5,107,050	820,000	5,927,050	28.80	96.25
2031	4.00%	21,336,143,633	5,306,300	820,000	6,126,300	28.61	94.25
2032	4.00%	22,189,589,378	5,522,300	820,000	6,342,300	28.47	87.05
2033	4.00%	23,077,172,953	5,743,550	850,000	6,593,550	28.45	85.63
2034	4.00%	24,000,259,872	5,969,050	893,500	6,862,550	28.46	65.14
2035	4.00%	24,960,270,266	6,212,800	929,750	7,142,550	28.47	65.88
2036	4.00%	25,958,681,077	6,458,050	969,000	7,427,050	28.44	65.53
2037	4.00%	26,997,028,320	6,718,800	1,011,000	7,729,800	28.45	57.75
2038	4.00%	28,076,909,453	6,983,300	1,060,500	8,043,800	28.45	58.14
2039	4.00%	29,199,985,831	7,265,300	1,102,000	8,367,300	28.44	58.11
2040	4.00%	30,367,985,264	7,557,800	1,150,750	8,708,550	28.45	58.12
2041	4.00%	31,582,704,675	7,859,050	1,201,250	9,060,300	28.44	44.97
2042	4.00%	32,846,012,862	8,172,300	1,253,250	9,425,550	28.43	45.57
2043	4.00%	34,159,853,376	8,500,550	1,306,500	9,807,050	28.43	45.46
2044	4.00%	35,526,247,511	8,841,550	1,365,750	10,207,300	28.44	45.28
2045	4.00%	36,947,297,412	9,193,050	1,425,500	10,618,550	28.43	28.43
2046	4.00%	38,425,189,308	9,562,800	1,465,500	11,028,300	28.43	28.43
2047	4.00%	39,962,196,881	-	11,371,500	11,371,500	28.10	28.10
Avg. AV Growth	4.00%		\$ 164,756,975	\$ 38,000,946	\$ 202,757,921		
			Par Amount:	17,700,000			
			% CIBs:	19%			
			% CABs:	0%			
			% Step Coupon:	81%			

Oxnard School District
(Ventura County, California)
Scenario 2: CIBs & CABs, CIB-Step Coupons

Estimated Tax Rates on General Obligation Bonds

Period Ending	Estimated Assessed Valuation Growth Rate	Total District Assessed Valuation	Election of 2016			Total Net Debt Service	Estimated Annual Tax for Property with \$100,000 Assessed Value	All Debt Estimated Annual Tax for Property with \$100,000 Assessed Value
			Actual Series A Net Debt Service	Estimated Series B Net Debt Service	Net Debt Service			
1-Aug 2017	3.56%	\$12,231,081,218	-	-	-	\$0.00	\$98.87	
2018	4.77%	12,813,934,964	-	-	-	0.24	83.94	
2019	4.00%	13,326,492,363	\$1,240,950	\$1,532,894	\$2,773,844	29.83	120.18	
2020	4.00%	13,859,552,057	3,945,375	207,100	4,152,475	29.97	115.38	
2021	4.00%	14,413,934,139	3,945,375	207,100	4,152,475	28.75	112.73	
2022	4.00%	14,990,491,505	3,945,375	429,525	4,374,900	29.99	112.32	
2023	4.00%	15,590,111,165	3,945,375	683,725	4,629,100	29.78	110.73	
2024	4.00%	16,213,715,612	4,035,375	715,500	4,750,875	29.27	108.79	
2025	4.00%	16,862,264,236	4,195,875	715,500	4,911,375	29.10	107.63	
2026	4.00%	17,536,754,806	4,363,125	715,500	5,078,625	28.92	105.80	
2027	4.00%	18,238,224,998	4,536,375	715,500	5,251,875	28.74	106.18	
2028	4.00%	18,967,753,998	4,719,875	740,500	5,460,375	28.75	102.49	
2029	4.00%	19,726,464,158	4,910,300	775,500	5,685,800	28.76	101.56	
2030	4.00%	20,515,522,724	5,107,050	810,500	5,917,550	28.76	96.22	
2031	4.00%	21,336,143,633	5,306,300	850,500	6,156,800	28.76	94.40	
2032	4.00%	22,189,589,378	5,522,300	880,500	6,402,800	28.75	87.32	
2033	4.00%	23,077,172,953	5,743,550	920,500	6,664,050	28.76	85.94	
2034	4.00%	24,000,259,872	5,969,050	965,500	6,934,550	28.76	65.45	
2035	4.00%	24,960,270,266	6,212,800	1,000,500	7,213,300	28.75	66.17	
2036	4.00%	25,958,681,077	6,458,050	1,050,500	7,508,550	28.77	65.85	
2037	4.00%	26,997,028,320	6,718,800	1,090,500	7,809,300	28.75	58.05	
2038	4.00%	28,076,909,453	6,983,300	1,145,500	8,128,800	28.77	58.46	
2039	4.00%	29,199,985,831	7,265,300	1,190,500	8,455,800	28.76	58.42	
2040	4.00%	30,367,985,264	7,557,800	1,240,500	8,798,300	28.76	58.43	
2041	4.00%	31,582,704,675	7,859,050	1,295,500	9,154,550	28.76	45.29	
2042	4.00%	32,846,012,862	8,172,300	1,350,500	9,522,800	28.75	45.89	
2043	4.00%	34,159,853,376	8,500,550	1,410,500	9,911,050	28.73	45.77	
2044	4.00%	35,526,247,511	8,841,550	1,470,750	10,312,300	28.73	45.57	
2045	4.00%	36,947,297,412	9,193,050	1,536,250	10,729,300	28.72	28.72	
2046	4.00%	38,425,189,308	9,562,800	1,581,500	11,144,300	28.73	28.73	
2047	4.00%	39,962,196,881	-	11,492,250	11,492,250	28.40	28.40	
Avg. AV Growth	4.00%		\$ 164,756,975	\$ 38,721,094	\$ 203,478,069			

Par Amount: 17,696,405
% CIBs: 16%
% CABs: 12%
% Step Coupon: 72%



515 South Figueroa Street, Suite 1800, Los Angeles CA 90071

January 10, 2018

Janet Penanhoat
Assistant Superintendent, Business & Fiscal Services
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Re: Underwriter Engagement Relating to Potential Municipal Securities Transaction
Oxnard School District
General Obligation Bonds, Election of 2016, Series B

Dear Ms. Penanhoat,

The Oxnard School District (“District”) and Stifel, Nicolaus & Company, Incorporated (“Stifel”), are entering into this engagement letter to confirm that they are engaged in discussions related to a potential issue of municipal securities referenced above (the “Bonds”) and to formalize Stifel’s role as underwriter with respect to the sale of the Bonds.

Engagement as Underwriter

The District is aware of the “Municipal Advisor Rule” of the Securities and Exchange Commission (“SEC”) and the underwriter exclusion from the definition of “municipal advisor” for a firm serving as an underwriter for a particular issuance of municipal securities. The District hereby designates Stifel as an underwriter for the Bonds. The District expects that Stifel will provide advice to the District on the structure, timing, terms and other matters concerning the Bonds.

Limitation of Engagement

It is Issuer’s intent that Stifel serve as an underwriter or placement agent for the Issue, subject to satisfying applicable procurement laws or policies, formal approval by the Board of Education of Issuer, finalizing the structure of the Issue and executing a bond purchase agreement or placement agent agreement, as applicable. While Issuer presently engages Stifel as the underwriter for the Issue, this engagement letter is preliminary, nonbinding and may be terminated at any time by Issuer, without penalty or liability for any costs incurred by Stifel. Furthermore, this engagement letter does not restrict Issuer from entering into the Issue with any other underwriters or selecting an underwriting syndicate that does not include Stifel.

Role Disclosure

The District hereby confirms and acknowledges each of the following concerning the role that Stifel would have as an underwriter or:

- 1) Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 requires underwriters to deal fairly at all times with both municipal issuers and investors;
- 2) the underwriter’s primary role is to purchase securities for distribution to investors in an arm’s-length commercial transaction with District and it may have financial and other interests that may differ from those of District;

- 3) unlike a municipal advisor, the underwriter does not have a fiduciary duty to District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of District without regard to its own financial or other interests;
- 4) the underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- 5) the underwriter will review the official statement for the Bonds, in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosures Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the Issue. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the discount or fee may be based, in whole or in part, on a percentage of the principal amount of the Issue. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest Disclosures

Stifel has not identified any potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing – Capital Appreciation Bonds

Under MSRB Rule G-17, the Underwriters must provide an issuer with disclosures about “complex municipal securities financings” that they recommend to the issuer for a negotiated offering. Capital Appreciation Bonds (“CAB”) may be considered a “complex municipal securities financing”.

The following is a general description of Capital Appreciation Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue CABs.

Financial Characteristics

A Capital Appreciation Bond (CAB) is a bond on which the interest accretes, or compounds on itself, and is not paid out periodically. This can be contrasted with a traditional Current Interest Bond (CIB). The issuer of a CIB pays interest periodically to the bondholder, and pays back the principal at maturity. The issuer of a CAB pays no periodic interest to the bondholder. Instead, on each accretion date (the date when interest would normally be paid on a CIB) the interest is computed and then compounded, or essentially added to the principal. At maturity, the issuer repays the principal, all of the interest, and all of the interest on interest.

Financial Risk Considerations

Listed below are certain factors and risks to be considered when issuing CABs:

1. The rate of interest on a CAB is typically higher than a CIB of the same maturity.

2. The total debt service, or total principal and interest paid, on a CAB will be more than on a CIB of corresponding maturity. This is due to two reasons: first, the CAB interest rate is higher, which leads to more interest being paid. Second, since each interest payment is accreted, or added to principal, the issuer is paying interest on interest.
3. Due to no payments being made on a CAB until maturity, the maturity value can be large in comparison to the original principal amount. The longer the term the CAB is outstanding, the greater the maturity value compared to the original principal amount.
4. Often CABs are issued without an optional call provision.
5. If a CAB has an optional call provision, it often requires a higher adjustment on the yield at the time of sale (reflecting the value of the call provision) than a comparable CIB.
6. The costs associated with selling CABs, primarily the underwriters discount, is usually greater on a CAB than on a comparable CIB based on original bond proceeds.

Disclosures Relating to Complex Municipal Securities Financing – Stepped Coupon Current Interest Bonds

Under MSRB Rule G-17, the Underwriters must provide an issuer with disclosures about “complex municipal securities financings” that they recommend to the issuer for a negotiated offering. Stepped Coupon Current Interest Bonds (STEP) may be considered a “complex municipal securities financing”.

The following is a general description of Stepped Coupon Current Interest Bonds, as well as a general description of certain financial risks that you should consider before deciding whether to issue STEP.

Financial Characteristics

A STEP has a coupon payment that increase or “step-up” over the life of the security according to a predetermined schedule. In most cases, step-ups become callable by the issuer on each anniversary date that the coupon resets or continuously after an initial non-call period. There are several variations of this type of bond but typically they fall into one of two categories: one-step bonds, in which the coupon will reset once during the life of the bond; or multi-step bonds, where the coupon will reset multiple times.

As it pertains to the District’s upcoming General Obligation Bonds, Election of 2016, Series B transaction, it is anticipated that there will be two step-up dates, on August 1, 2022 and August 1, 2023. It is also anticipated that the STEPs will bear a 10-year optional call provision. These preliminary characteristics are subject to change as a result of the sale of the Bonds. The District and its financial advisor will be involved to accept or decline the final structuring proposal as a result of the negotiated sale of the Bonds.

Financial Risk Considerations

Listed below are certain factors and risks to be considered when issuing a STEP:

1. The rate of interest on a STEP may typically higher than a traditional current interest bond (CIB) of the same maturity. The cost of the STEP will be included in the true interest cost disclosed to the District as a result of the final pricing results.
2. The total debt service, or total principal and interest paid, on a STEP may be more than on a traditional CIB of a corresponding maturity.

3. A STEP usually has an optional call provision, but may not depending on market conditions at the time of sale. Optional call provisions of a STEP are determined by investor demand at the time of sale and may occur on various "step-up" dates.

It is our understanding that you have the authority to bind the District by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement of the receipt of this letter. Accordingly, sign and return the enclosed copy of this letter to us as a PDF.

We look forward to working with the District on the sale of the Bonds. Do not hesitate to contact us at the phone numbers indicated below with any questions regarding the content of this letter.

Sincerely,



John R. Baracy
Managing Director
Stifel, Nicolaus & Company, Inc.
515 South Figueroa Street, Suite 1800
Los Angeles, CA 90071
(213) 443-5025
jbaracy@stifel.com

Accepted and Executed



Janet Penanhoat
Assistant Superintendent, Business & Fiscal Services

Date: 01/17/18

cc: Courtney Jones, *Jones Hall*
Emilio Flores, *Caldwell Flores Winters*
Albert Reyes, *Nossaman LLP*
Esther Jin, *Stifel, Nicolaus & Company, Inc.*

APPENDIX C

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1 (SB 450 effective January 1, 2018)*

1. True Interest Cost of the Bonds (Estimated): 4.15%
2. Finance charge of the Bonds, being the sum of all fees and charges paid to third parties (Costs of Issuance of approximately \$200,000 plus estimated underwriter's compensation and bond insurance assuming bond insurance is obtained) (Estimated): \$345,289
3. Proceeds of the Bonds expected to be received by District, net of proceeds for Costs of Issuance in (2) above to paid from the principal amount of the Bonds (\$200,000), and capitalized interest (if any) and reserves (if any) (Estimated): \$19,800,000
4. Total Payment Amount for the Bonds, being the sum of (a) debt service to be paid on the bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Bonds (Estimated): \$38,721,094

**Information based on estimates made in good faith by the District's Financial Advisor. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the bonds.*

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 1, 2018**NEW ISSUE - FULL BOOK-ENTRY****RATING: Standard & Poor's: "___"
See "RATING" herein.**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described in this Official Statement, under existing law, interest on the Bonds is excluded from gross income for federal income tax purposes, and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, although Bond Counsel observes that interest on the Bonds is included in adjusted current earnings in calculating corporate alternative minimum taxable income for tax years beginning prior to January 1, 2018. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes. See "TAX MATTERS."

\$20,000,000*

OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
Election of 2016, Series B

Dated: Date of Delivery**Due: August 1, as shown on inside front cover**

Authority and Purpose. The captioned General Obligation Bonds, Election of 2016, Series B (the "Bonds") are being issued by the Oxnard School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on February 21, 2018. The Bonds were authorized at an election of the registered voters of the District held on November 8, 2016, which authorized the issuance of \$142,500,000 principal amount of general obligation bonds for the purpose of financing the renovation, construction and improvement of school facilities (the "2016 Authorization"). The Bonds are the second series of bonds to be issued under the 2016 Authorization. See "THE BONDS – Authority for Issuance" and "THE FINANCING PLAN" herein.

Security. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property within the District and collected by Ventura County (the "County"). The County Board of Supervisors is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates). The District has other series of general obligation bonds outstanding that are similarly secured by tax levies. See "SECURITY FOR THE BONDS."

Book-Entry Only. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive physical certificates representing their interests in the Bonds. See "THE BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments. The Bonds are dated the date of delivery, and will accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity, commencing August 1, 2018. Payments of principal and interest on the Bonds will be paid by U.S. Bank National Association, Los Angeles, California, as the designated paying agent, registrar and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS - Description of the Bonds."

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS – Optional Redemption" and "-Mandatory Sinking Fund Redemption."

Bond Insurance. The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds. Whether such insurance is obtained will be determined upon the sale of the Bonds. See "BOND INSURANCE."

MATURITY SCHEDULE

(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Norton Rose Fulbright US LLP, Los Angeles, California is serving as counsel to the Underwriter. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about March 22, 2018.

STIFEL

The date of this Official Statement is _____, 2018.

*Preliminary, subject to change.

MATURITY SCHEDULE*

OXNARD SCHOOL DISTRICT (Ventura County, California) General Obligation Bonds Election of 2016, Series B

Base CUSIP[†]: 692020

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP[†]
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**Preliminary; subject to change.*

† CUSIP[®] is a registered trademark of the American Bankers Association. CUSIP data is provided by CUSIP Global Services (CGS) which is managed on behalf of the American Bankers Association by S&P Capital IQ. CUSIP[®] data is not intended to create a database and does not serve in any way as a substitute for the CUSIP[®] Service Bureau. CUSIP[®] numbers are provided for convenience of reference only. Neither the District nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

OXNARD SCHOOL DISTRICT

BOARD OF TRUSTEES

Debra M. Cordes, *President*
Ernest Morrison, *Clerk*
Denis O'Leary, *Trustee*
Veronica Robles-Solis, *Trustee*
Monica Madrigal Lopez, *Trustee*

DISTRICT ADMINISTRATION

Cesar Morales, Ed.D., *Superintendent*
Janet Penanhoat, *Assistant Superintendent, Business & Fiscal Services*
Robin Freeman, *Assistant Superintendent, Educational Services*
Jesus Vaca, Ed.D., *Assistant Superintendent, Human Resources*

PROFESSIONAL SERVICES

FINANCIAL ADVISOR

Caldwell Flores Winters Inc.
Emeryville, California

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT

U.S. Bank National Association
Los Angeles, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases "will likely result," "are expected to", "will continue", "is anticipated", "estimate", "project," "forecast", "expect", "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

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\$20,000,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
Election of 2016, Series B

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the captioned General Obligation Bonds Election of 2016, Series B (the “**Bonds**”) by the Oxnard School District (the “**District**”).

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

The District. The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (the “**County**”). It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment in the District in fiscal year 2017-18 is approximately 16,608 students. See also Appendix C hereto for demographic and other statistical information regarding the City of Oxnard and the County.

Purpose. The net proceeds of the Bonds will be used to finance school construction and improvements as authorized by the requisite 55% of the voters of the District (the “**2016 Authorization**”) at an election held in the District on November 8, 2016 (the “**Bond Election**”). See “THE FINANCING PLAN” herein.

Authority for Issuance of the Bonds. The Bonds will be issued pursuant to the 2016 Authorization, certain provisions of the Government Code of the State, commencing with Section 53506 thereof (the “**Bond Law**”), and a resolution adopted by the Board of Trustees of the District on February 21, 2018 (the “**Bond Resolution**”). See “THE BONDS - Authority for Issuance” herein.

Payment and Registration of the Bonds. The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “THE BONDS” and “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

**Preliminary; subject to change.*

Redemption. The Bonds are subject to redemption prior to maturity as described herein. See “THE BONDS – Optional Redemption” and “– Mandatory Sinking Fund Redemption.”

Security and Sources of Payment for the Bonds. The Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied on taxable property located in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See “SECURITY FOR THE BONDS.”

The District has other series of general obligation bonds outstanding that are payable from *ad valorem* taxes levied on taxable property in the District. See “DEBT SERVICE SCHEDULES” and “DISTRICT FINANCIAL INFORMATION – Existing Debt Obligations-General Obligation Bonds” in Appendix B.

Municipal Bond Insurance. The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds. Whether such insurance is obtained will be determined upon the sale of the Bonds. See “BOND INSURANCE”

Tax Matters. Assuming compliance with certain covenants and provisions of the Internal Revenue Code of 1986, in the opinion of Bond Counsel, interest on the Bonds is not includable in gross income for federal income tax purposes although it may be includable in the calculation for certain taxes. Also, in the opinion of Bond Counsel, interest on the Bonds is exempt from State of California (the “**State**”) personal income taxes. See “TAX MATTERS” herein.

Other Information. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the Superintendent’s Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose a charge for copying, mailing and handling.

THE FINANCING PLAN

General. The proceeds of the Bonds will be used to finance projects approved by the voters pursuant to the 2016 Authorization, including related costs of issuance. The abbreviated form of the ballot measure (limited to 75 words or less) is as follows:

“To acquire, construct and modernize additional classrooms and support facilities to reduce overcrowding, replace portable classrooms and older schools with new permanent facilities, increase student access to computers and modern classroom technology, improve student safety, reduce operating costs and qualify to receive State funds, shall Oxnard School District be authorized to issue up to \$142,500,000 in bonds at legal interest rates, with an independent Citizens’ Oversight Committee, annual audits, and no money for administrator salaries?”

The Bonds will be the second series of general obligation bonds issued pursuant to the 2016 Authorization.

Bonding Capacity Waiver. Following a public hearing and approval by the District Board of a resolution pursuing a bonding capacity waiver, the District applied for and received a bonding capacity waiver from the State Department of Education on March 9, 2017 (the “**Waiver**”). The Waiver authorizes the District to have general obligation bond indebtedness outstanding in an amount not to exceed 2.12% of assessed valuation as determined at the time of bond issuance pursuant to the California Education Code.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds

Principal Amount of Bonds
Net Original Issue Premium

Total Sources

Uses of Funds

Deposit to Building Fund
Deposit to Debt Service Fund
Costs of Issuance⁽¹⁾

Total Uses

(1) Estimated costs of issuance include, but are not limited to, Underwriter’s discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, Financial Advisor, Paying Agent, bond insurance premium (if any), and the rating agency.

THE BONDS

Authority for Issuance

The Bonds will be issued under the Bond Law and the Bond Resolution.

Description of the Bonds

The Bonds mature in the years and in the amounts and bear interest at the rates per annum all as set forth on the inside cover page hereof. Interest shall be computed based on a 360-day year of twelve 30-day months. The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “Book-Entry Only System” below and “APPENDIX F – DTC and the Book-Entry Only System.”

The Bonds will be issued in the denomination of \$5,000 principal amount each or any integral multiple thereof. Interest on the Bonds is payable semiannually on each February 1 and August 1, commencing August 1, 2018 (each, an “**Interest Payment Date**”). Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month preceding the Interest Payment Date (the “**Record Date**”), in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to July 15, 2018, in which event it will bear interest from the date of delivery thereof identified on the cover page. Notwithstanding the foregoing, if interest on any Bond is in default at the time of authentication thereof, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds.

See the maturity schedules on the inside cover page of this Official Statement and “DEBT SERVICE SCHEDULES” herein.

Book-Entry Only System

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“**DTC**”). Purchasers of the Bonds (the “**Beneficial Owners**”) will not receive physical certificates representing their interest in the Bonds. Payments of principal of and interest on the Bonds will be paid by U.S. Bank National Association, Los Angeles, California (the “**Paying Agent**”) to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Bonds.

As long as DTC’s book-entry method is used for the Bonds, the Paying Agent will send any notice of prepayment or other notices to owners only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Bonds called for prepayment or of any other action premised on such notice. See “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

The Paying Agent, the District, and the Underwriter of the Bonds have no responsibility or liability for payments made on account of beneficial ownership or any aspects of the records relating thereto, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

Optional Redemption*

The Bonds maturing on or before August 1, 20__ are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

Selection of Bonds for Purpose of Redemption. Whenever less than all of the outstanding Bonds of any one maturity are designated for redemption, the Paying Agent will select the outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For the purpose of selection for optional redemption, Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed. The Bonds may all be separately redeemed.

Mandatory Sinking Fund Redemption

The Bonds maturing on August 1, 20__, and August 1, 20__ (the “**Term Bonds**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption will be redeemed in the sinking fund payments amounts and, on the dates set forth below, without premium.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

If any Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

**Preliminary, subject to change.*

Notice of Redemption

The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 30 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Bonds designated for redemption, at their addresses appearing on the registration books. Notice of any redemption of Bonds shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the principal amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price thereof, and that from and after such date, interest thereon shall cease to accrue.

Neither failure to receive nor failure to send any notice of redemption nor any defect in any such redemption notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

Partial Redemption of Bonds

Upon the surrender of any Bond redeemed in part only, the District will execute and the Paying Agent will authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Bond surrendered. Such partial redemption will be valid upon payment of the amount required to be paid to such Owner, and the County and the District will be released and discharged thereupon from all liability to the extent of such payment.

Right to Rescind Notice of Redemption

The District has the right to rescind any notice of the optional redemption of Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the owners of the Bonds or any other party related to or arising from such rescission of redemption. The Paying Agent will mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Bond Resolution.

Registration, Transfer and Exchange of Bonds

If the book entry system is discontinued, the District will cause the Paying Agent to maintain and keep at its principal corporate trust office all books and records necessary for the registration, exchange and transfer of the Bonds.

If the book entry system is discontinued, the person in whose name a Bond is registered on the Bond Register will be regarded as the absolute owner of that Bond. Payment of the principal of and interest on any Bond will be made only to or upon the order of that person;

neither the District, the County nor the Paying Agent will be affected by any notice to the contrary, but the registration may be changed as provided in the Bond Resolution.

Bonds may be exchanged at the principal corporate trust office of the Paying Agent in Los Angeles, California for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and series. Any Bond may, in accordance with its terms, but only if (i) the District determines to no longer maintain the book entry only status of the Bonds, (ii) DTC determines to discontinue providing such services and no successor securities depository is named or (iii) DTC requests the District to deliver Bond certificates to particular DTC Participants, be transferred, upon the books required to be kept pursuant to the provisions of the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed.

No exchanges of Bonds shall be required to be made (a) fifteen days prior to an Interest Payment Date or the date established by the Paying Agent for selection of Bonds for redemption until the close of business on the Interest Payment Date or day on which the applicable notice of redemption is given or (b) with respect to a Bond after such Bond has been selected or called for redemption in whole or in part.

Defeasance

The Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Bonds; or
- (c) by delivering such Bonds to the Paying Agent for cancellation by it.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may be held by the Paying Agent or by any other fiduciary. Such money or securities may include money or securities held by the Paying Agent in the funds and accounts established under the Bond Resolution and will be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice, the amount to be deposited or held will be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the County and the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption is given as provided in the Bond Resolution or provision satisfactory to the Paying Agent is made for the giving of such notice.

Upon the deposit, in trust, at or before maturity, of money or Federal Securities in the necessary amount (as described above) to pay or redeem any outstanding Bond (whether upon or prior to its maturity or the redemption date of such Bond), provided that, if such Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Bond Resolution or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent for such payment.

As defined in the Bond Resolution, the term “**Federal Securities**” means United States Treasury notes, bonds, bills or certificates of indebtedness, or obligations issued by any agency or department of the United States which are secured, directly or indirectly, by the full faith and credit of the United States.

APPLICATION OF PROCEEDS OF BONDS

Building Fund

The proceeds from the sale of the Bonds, to the extent of the principal amount thereof, will be paid to the County for credit of the fund created and established by the County Office of Education in the Bond Resolution and known as the “Oxnard School District, General Obligation Bonds, Election of 2016, Series B Building Fund” (the “**Building Fund**”), which will be accounted for as separate and distinct from all other District and County funds. The proceeds will be used solely for the purposes for which the Bonds are being issued and for payment of permissible costs of issuance. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Building Fund will be retained in the Building Fund.

Debt Service Fund

As described herein under the heading “SECURITY FOR THE BONDS - Debt Service Fund,” the County Office of Education will establish a debt service fund for the Bonds to be designated the “Oxnard School District, General Obligation Bonds, Election of 2016, Series B Debt Service Fund” (the “**Debt Service Fund**”). Accrued interest and premium, if any, received by the County from the sale of the Bonds will be deposited in the Debt Service Fund which,

together with the collections of *ad valorem* taxes, will be used only for payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Debt Service Fund will be retained in the Debt Service Fund and used to pay the principal of and interest on the Bonds when due. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, will be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, will be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

Investment of Proceeds of Bonds

Under California law, the District is generally required to pay all monies received from any source into the County Treasury to be held on behalf of the District. All amounts deposited into the Debt Service Fund, as well as proceeds of taxes held therein for payment of the Bonds, shall be invested at the sole discretion of the County Treasurer pursuant to law and the investment policy of the County. All amounts deposited in the Building Fund of the District shall be invested at the sole discretion of the County Treasurer. See Appendix G for the County's current Investment Policy and recent quarterly report. The County neither monitors investments for arbitrage compliance, nor does it perform arbitrage calculations. The District shall maintain or cause to be maintained detailed records with respect to the applicable proceeds.

DEBT SERVICE SCHEDULES

The Bonds. The following table shows the debt service schedule with respect to the Bonds (assuming no optional redemptions).

OXNARD SCHOOL DISTRICT Series B Bonds Debt Service Schedule

Bond Year Ending August 1	Principal	Interest	Total Debt Service
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
Total			

Aggregate General Obligation Bond Debt Service Schedule. The District has outstanding general obligation bond indebtedness from authorizations received in 2006 and 2012, as well as multiple outstanding series of refunding bonded indebtedness, the proceeds of which have been applied to the refunding of general obligation bonds of the District, which are secured by *ad valorem* taxes that the County is obligated to levy, without limit as to rate or amount, and which are payable on the same basis as the Bonds. See “SECURITY FOR THE BONDS.” The following table shows combined annual debt service for outstanding general obligation bonds and refunding general obligation bonds, together with debt service on the Bonds described herein (assuming no optional redemptions). See “DISTRICT FINANCIAL INFORMATION – Existing Debt Obligations- General Obligation Bonds” in Appendix B for a description of the District’s outstanding general obligation bonds.

**OXNARD SCHOOL DISTRICT
Combined General Obligation Bonds Debt Service Schedule**

Period Ending (August 1)	2006 Authorization	2012 Authorization	Refunding GOBs	2016 Authorization	The Bonds	Total
2018	\$1,430,000.00	\$ 3,765,181.25	\$6,593,253.76	\$3,945,375.00		
2019	-	3,918,981.25	7,959,662.11	3,945,375.00		
2020	-	4,071,381.25	7,683,406.26	3,945,375.00		
2021	-	4,234,831.25	7,761,231.26	3,945,375.00		
2022	-	4,404,631.25	7,827,193.76	3,945,375.00		
2023	-	4,582,781.25	7,922,806.26	3,945,375.00		
2024	-	4,761,131.25	8,015,556.26	4,035,375.00		
2025	-	4,951,881.25	8,167,287.51	4,195,875.00		
2026	-	5,150,443.75	8,213,093.76	4,363,125.00		
2027	3,120,000.00	5,358,006.25	5,499,850.01	4,536,375.00		
2028	3,245,000.00	5,572,493.75	5,064,993.76	4,719,875.00		
2029	3,370,000.00	5,792,531.25	5,066,181.26	4,910,300.00		
2030	3,505,000.00	6,028,337.50	4,221,756.26	5,107,050.00		
2031	3,650,000.00	6,266,875.00	3,968,125.01	5,306,300.00		
2032	3,795,000.00	6,519,581.25	2,631,075.01	5,522,300.00		
2033	3,945,000.00	6,779,600.00	2,355,675.01	5,743,550.00		
2034	-	7,051,175.00	1,905,731.26	5,969,050.00		
2035	-	7,330,837.50	1,907,512.50	6,212,800.00		
2036	-	7,629,100.00	1,907,268.76	6,458,050.00		
2037	-	7,933,706.26	-	6,718,800.00		
2038	-	8,247,818.76	-	6,983,300.00		
2039	-	8,576,850.00	-	7,265,300.00		
2040	-	8,921,850.00	-	7,557,800.00		
2041	-	5,369,875.00	-	7,859,050.00		
2042	-	5,563,675.00	-	8,172,300.00		
2043	-	5,762,875.00	-	8,500,550.00		
2044	-	5,928,000.00	-	8,841,550.00		
2045	-	-	-	9,193,050.00		
2046	-	-	-	9,562,800.00		
TOTAL	\$26,060,000.00	\$160,474,431.27	\$104,671,659.78	\$171,406,775.00		

SECURITY FOR THE BONDS

Ad Valorem Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates).

Other Bonds Payable from Ad Valorem Property Taxes. The District has other general obligation bond and refunding bond issues outstanding which are payable from *ad valorem* taxes. In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District, which is payable from *ad valorem* taxes levied on parcels in the District. See "PROPERTY TAXATION – Tax Rates" and "- Direct and Overlapping Debt" below.

Levy and Collection. The County will levy and collect such *ad valorem* taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Bonds, which is maintained by the County and which is irrevocably pledged for the payment of principal of and interest on the Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property.

Statutory Lien on Ad Valorem Tax Revenues. Pursuant to Senate Bill 222 effective January 1, 2016, voter approved general obligation bonds which are secured by *ad valorem* tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District's control, such as economic recession, deflation of property values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, drought, earthquake, flood, fire or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate.

Debt Service Fund

The County Office of Education will establish a Debt Service Fund for the Bonds, which will be established as a separate fund to be maintained distinct from all other funds of the County and the Office of Education. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Bonds will be deposited in the Debt Service Fund promptly upon its receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The County Office of Education will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Bonds as the same becomes due and payable.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the District shall transfer such amounts to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Not a County Obligation

The Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal of and interest on the Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Bonds, the Bonds are not a debt of the County.

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PROPERTY TAXATION

Property Tax Collection Procedures

In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing State assessed public utilities’ property and real property, the taxes on which create a lien on such property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization (“SBE”) and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as “unitary property,” a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and “operating nonunitary” property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation

Assessed Valuation History. The table below shows a recent history of the District’s assessed valuation.

OXNARD SCHOOL DISTRICT Assessed Valuation Fiscal Year 2008-09 through Fiscal Year 2017-18

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Redevelopment Increment	% Change
2008-09	\$10,289,763,060	\$44,811,506	\$588,785,515	\$10,923,360,081	--
2009-10	9,586,571,904	48,411,506	621,989,118	10,256,972,528	(6.1)%
2010-11	9,534,052,884	76,631,223	612,272,200	10,222,956,307	(0.3)
2011-12	9,474,840,551	66,837,369	587,163,739	10,128,841,659	(0.9)
2012-13	9,577,905,562	53,637,640	593,233,603	10,224,776,805	0.9
2013-14	9,875,630,783	34,435,156	613,236,660	10,523,302,599	2.9
2014-15	10,597,503,942	39,593,576	621,441,796	11,258,539,314	7.0
2015-16	11,159,738,946	35,923,728	615,391,189	11,811,053,863	4.9
2016-17	11,572,450,695	27,821,419	630,809,104	12,231,081,218	3.6
2017-18	12,162,886,371	26,420,545	624,628,048	12,813,934,964	4.8

Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and natural disasters such as earthquakes, fires, floods and droughts. Notable natural disasters in recent years include drought conditions throughout the State, which ended in 2017 due to record-level precipitation in late 2016 and early 2017, with the exception of Fresno, Kings, Tulare and Tuolumne counties, where emergency drinking water projects are currently in place to address diminished groundwater supplies.

In addition, wildfires have occurred in recent years in different regions of the State, and recently Governor Jerry Brown, on October 12, 2017 declared states of emergency in Napa, Sonoma and Yuba counties, and again on December 4, 2017 and December 7, 2017, declared states of emergency in Los Angeles and Ventura Counties, and San Diego and Santa Barbara

Counties, respectively. Related flooding and mudslides also occurred in January 2018. The District cannot predict or make any representations regarding the effects that wildfires, flooding, mudslides or any other natural disasters and related conditions that may have occurred or may occur has had or may have on the value of taxable property within the District, or to what extent the effects said types of disasters might have on economic activity in the District or throughout the State.

Assessed Valuation by Land Use. The table below shows the land use of property within the District, as measured by assessed valuation and the number of parcels for fiscal year 2017-18. As shown, the majority of the District's assessed valuation is represented by residential property.

**OXNARD SCHOOL DISTRICT
Assessed Valuation and Parcels by Land Use
Fiscal Year 2017-18**

Non-Residential:	2017-18 Assessed Valuation ⁽¹⁾	% of Total	No. of Parcels	% of Total
Agricultural	\$ 188,770,769	1.55%	127	0.40%
Commercial	720,457,646	5.92	855	2.70
Vacant Commercial	27,373,431	0.23	82	0.26
Industrial/Food Processing	1,349,342,105	11.09	607	1.91
Oil & Gas Production	218,961,492	1.80	42	0.13
Vacant Industrial	47,436,985	0.39	145	0.46
Recreational	14,447,247	0.12	26	0.08
Government/Social/Institutional	8,546,768	0.07	483	1.52
Miscellaneous	30,972,044	0.25	246	0.78
Subtotal Non-Residential	<u>\$2,606,308,487</u>	<u>21.43%</u>	<u>2,613</u>	<u>8.24%</u>
Residential:				
Single Family Residence	\$6,710,476,040	55.17%	18,649	58.80%
Condominium/Townhouse	1,946,257,339	16.00	6,714	21.17
Mobile Home	11,213,641	0.09	656	2.07
Mobile Home Park	11,059,837	0.09	8	0.03
2-4 Residential Units	309,729,987	2.55	907	2.86
5+ Residential Units/Apartments	422,253,778	3.47	284	0.90
Hotel/Motel	66,179,439	0.54	59	0.19
Timeshare	1,710,469	0.01	1,647	5.19
Vacant Residential	77,697,354	0.64	181	0.57
Subtotal Residential	<u>\$9,556,577,884</u>	<u>78.57%</u>	<u>29,105</u>	<u>91.76%</u>
Total	\$12,162,886,371	100.00%	31,718	100.00%

(1) Local secured assessed valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Residential Parcels. The table below shows the breakdown of the assessed valuations of improved single-family residential parcels in the District for fiscal year 2017-18.

**OXNARD SCHOOL DISTRICT
Per Parcel 2017-18 Assessed Valuation of Single Family Homes**

	No. of Parcels	2017-18 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	18,649	\$6,710,476,040	\$359,830	\$316,685

2017-18 Assessed Valuation	No. of Parcels ⁽¹⁾	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$49,999	843	4.520%	4.520%	\$ 34,268,937	0.511%	0.511%
\$50,000 - \$99,999	1,637	8.778	13.298	117,205,995	1.747	2.257
\$100,000 - \$149,999	945	5.067	18.366	118,252,640	1.762	4.019
\$150,000 - \$199,999	1,186	6.360	24.725	211,371,153	3.150	7.169
\$200,000 - \$249,999	1,972	10.574	35.299	447,763,703	6.673	13.842
\$250,000 - \$299,999	2,040	10.939	46.238	559,800,447	8.342	22.184
\$300,000 - \$349,999	1,995	10.698	56.936	647,527,420	9.650	31.834
\$350,000 - \$399,999	1,985	10.644	67.580	743,452,801	11.079	42.913
\$400,000 - \$449,999	1,483	7.952	75.532	629,327,522	9.378	52.291
\$450,000 - \$499,999	1,069	5.732	81.264	505,546,696	7.534	59.825
\$500,000 - \$549,999	796	4.268	85.533	417,426,194	6.221	66.045
\$550,000 - \$599,999	690	3.700	89.233	394,564,988	5.880	71.925
\$600,000 - \$649,999	433	2.322	91.555	270,064,521	4.025	75.950
\$650,000 - \$699,999	330	1.770	93.324	222,371,611	3.314	79.263
\$700,000 - \$749,999	257	1.378	94.702	186,128,112	2.774	82.037
\$750,000 - \$799,999	159	0.853	95.555	122,895,228	1.831	83.868
\$800,000 - \$849,999	122	0.654	96.209	99,906,128	1.489	85.357
\$850,000 - \$899,999	84	0.450	96.659	73,441,643	1.094	86.452
\$900,000 - \$949,999	77	0.413	97.072	70,879,901	1.056	87.508
\$950,000 - \$999,999	59	0.316	97.389	57,320,055	0.854	88.362
\$1,000,000 and greater	487	2.611	100.000	780,960,345	11.638	100.000
Total	18,649	100.000%		\$6,710,476,040	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple-family units.
Source: California Municipal Statistics, Inc.

Reassessments and Appeals of Assessed Value

Reassessment or appeals of assessed values could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" in Appendix B.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most

cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Proposition 8 reductions may also be unilaterally applied by the County Assessor.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds) may be paid.

Tax Rates

The table below summarizes the total *ad valorem* tax rates levied by all taxing entities for property in the District which lies in Tax Rate Area 3-001 during fiscal years 2013-14 through 2017-18.

**OXNARD SCHOOL DISTRICT
Typical Tax Rates
(TRA 3-001)
Dollars per \$100 of Assessed Valuation
Fiscal Years 2012-2013 through 2016-17**

	2013-14	2014-15	2015-16	2016-17	2017-18
1% General Fund Levy	\$1.000000	\$1.000000	\$1.000000	\$1.000000	\$1.000000
Oxnard School District	.102200	.106500	.099200	.092100	.083700
Oxnard Union HSD	.032500	.017800	.028200	.022100	.028700
Ventura CCD	.016700	.017600	.013000	.015500	.015100
Metropolitan Water District	.003500	.003500	.003500	.003500	.003500
City of Oxnard	.076637	.076637	.067563	.047429	.068774
Total	\$1.231537	\$1.222037	\$1.211463	\$1.180629	\$1.199774

Source: California Municipal Statistics, Inc.

Tax Levies and Delinquencies

The District's total secured tax collections and delinquencies are apportioned on a County-wide basis, according to the District's designated tax rate amount. Therefore, the total secured tax levies, as well as collections and delinquencies reported, do not represent the actual secured tax levies, collections and delinquencies of taxpayers within the tax areas of the District. In addition, the District's total secured tax levy does not include special assessments, supplemental taxes or other charges which have been assessed on property within the District or other tax rate areas of the County.

The County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "**Teeter Plan**") as provided for in the State Revenue and Taxation Code, which requires the County to pay 100% of secured property taxes due to local agencies in the fiscal year such taxes are due. Under these provisions, each county operating under the Teeter Plan establishes a delinquency reserve and assumes responsibility for all secured delinquencies, assuming that certain conditions are met.

Because of this method of tax collection, the K-12 districts located in counties operating under the Teeter Plan and participating in the Teeter Plan are assured of 100% collection of their secured tax levies if the conditions established under the applicable county's Teeter Plan are met. However, such districts are no longer entitled to share in any penalties due on delinquent payments or in the interest which accrues on delinquent payments.

The Teeter Plan is to remain in effect unless the Board of Supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors has received a petition for its discontinuance joined in by resolutions adopted by two thirds of the participating revenue districts in the County, in which event the Board of Supervisors is required to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year.

The Board of Supervisors may, by resolution adopted not later than July 15 of the fiscal year for which it is to apply after holding a public hearing on the matter, discontinue the procedures under the Teeter Plan with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that agency. In the event that the Teeter Plan was terminated, the amount of the levy of *ad valorem* taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District.

So long as the Teeter Plan remains in effect with respect to the District, the District's receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County.

The following table shows secured tax charges and delinquencies for secured property in the District for property within the District for fiscal years 2010-11 through 2016-17.

**OXNARD SCHOOL DISTRICT
Secured Tax Charges and Delinquencies
Fiscal Years 2010-11 Through 2016-17**

<u>Fiscal Year</u>	<u>Secured Tax Charge ⁽¹⁾</u>	<u>Amount Delinquent June 30</u>	<u>Percent Delinquent June 30</u>
2010-11	\$18,765,320	\$357,250	1.90%
2011-12	18,542,778	266,915	1.44
2012-13	18,752,651	257,067	1.37
2013-14	19,310,523	175,741	0.91
2014-15	20,727,531	171,390	0.83
2015-16	21,915,073	299,222	1.37
2016-17	22,639,025	183,585	0.81

(1) 1% General Fund apportionment.

Source: California Municipal Statistics, Inc.

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Major Taxpayers

The twenty taxpayers in the District with the greatest combined assessed valuation of secured taxable property on the fiscal year 2017-18 tax roll, and the assessed valuations thereof, are shown below.

The more property (by assessed value) which is owned by a single taxpayer in the District, the greater amount of tax collections are exposed to weaknesses in the taxpayer's financial situation and ability or willingness to pay property taxes. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

OXNARD SCHOOL DISTRICT Largest 2017-18 Local Secured Taxpayers

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2017-18 Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1.	Vintage CA Production LLC	Oil & Gas Production	\$204,136,310	1.68%
2.	F. Oliveira Ranch Co., Lessor	Shopping Center	80,613,550	0.66
3.	BG Terminal CA LLC, Lessor	Industrial	68,817,518	0.57
4.	PEGH Investments LLC	Industrial	60,684,393	0.50
5.	Centerpoint Mall LLC	Shopping Center	50,429,085	0.41
6.	Seminis Vegetable Seeds Inc.	Industrial	48,834,116	0.40
7.	Sysco Food Services of Ventura	Industrial	42,161,400	0.35
8.	Cedar Cresting LP	Apartments	40,174,022	0.33
9.	MPL Property Holdings LLC	Residential Land	34,063,912	0.28
10.	Western Precooling Systems	Industrial	33,415,227	0.27
11.	Swift Investments Co.	Shopping Center	30,482,479	0.25
12.	Ostrow Partnership	Shopping Center	30,366,064	0.25
13.	Boskovich Farms Inc.	Industrial	28,435,693	0.23
14.	ROIC California LLC	Shopping Center	28,334,369	0.23
15.	Rexford Industrial Realty LP	Industrial	28,011,755	0.23
16.	EF Oxnard LLC	Industrial	27,080,336	0.22
17.	Raypak Inc.	Industrial	26,221,715	0.22
18.	John McGrath Family Partnership LP	Commercial Properties	25,813,738	0.21
19.	Deardorff-Jackson Co.	Industrial	25,027,911	0.21
20.	Bill and Sandra Spears Trust	Industrial	<u>23,998,202</u>	<u>0.20</u>
			<u>\$937,101,795</u>	<u>7.70%</u>

(1) 2017-18 Local secured assessed valuation: \$12,162,886,371.
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. for debt issued as of February 1, 2018. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

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OXNARD SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
Dated as of February 2, 2018

2017-18 Assessed Valuation: \$12,813,934,964

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 2/1/18</u>
Metropolitan Water District	0.458%	\$ 343,065
Ventura County Community College District	9.919	28,107,018
Oxnard Union High School District	30.739	46,723,900
Oxnard School District	100.000	252,902,147^{(1) (2)}
City of Oxnard Community Facilities District No. 1	100.000	7,720,000
City of Oxnard Community Facilities District No. 3	100.000	25,700,000
City of Oxnard 1915 Act Bonds (Estimate)	Various	2,329,491
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$363,825,621
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Ventura County Certificates of Participation	9.916%	\$ 33,320,239
Ventura County Superintendent of Schools Certificates of Participation	9.916	955,407
Oxnard Union High School District Certificates of Participation	30.739	5,129,469
Oxnard School District Certificates of Participation	100.000	11,489,400
City of Oxnard General Fund Obligation	61.165	48,286,918
City of Port Hueneme General Fund Obligations	36.495	326,630
City of Port Hueneme Pension Obligation Bonds	36.495	1,542,952
City of San Buenaventura General Fund Obligations	0.013	3,819
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$101,054,834
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		
Oxnard Redevelopment Agency H.E.R.O. Project Area	34.870%	\$ 6,534,638
Oxnard Redevelopment Agency Merged Project Area	100.000	9,010,000
TOTAL OVERLAPPING TAX INCREMENT DEBT		\$15,544,638
COMBINED TOTAL DEBT		\$480,425,093⁽³⁾

Ratios to 2017-18 Assessed Valuation:

Direct Debt (\$252,902,147)	1.97%
Total Direct and Overlapping Tax and Assessment Debt ..	2.84%
Combined Direct Debt (\$264,391,547)	2.06%
Combined Total Debt	3.75%

Ratios to Redevelopment Incremental Valuation (\$1,182,929,364):

Overlapping Tax Increment Debt	1.11%
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(1) Excludes accreted value of capital appreciation bonds.

(2) Excludes the Bonds.

(3) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: California Municipal Statistics, Inc.

BOND INSURANCE

The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds. Whether such insurance is obtained will be determined upon the sale of the Bonds.

TAX MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, although Bond Counsel observes that interest on the Bonds is included in adjusted current earnings in calculating corporate alternative minimum taxable income for tax years beginning prior to January 1, 2018.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Bonds. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. Bond Counsel expresses no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "**original issue discount**" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "**original issue premium**" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium is disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of

accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Bond Counsel expresses no opinion regarding any federal or state tax consequences arising with respect to the Bonds other than as expressly described above, including any federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

In addition, future legislation, if enacted into law, or clarification of the Tax Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Tax Code may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation, as to which Bond Counsel expresses no opinion.

Form of Opinion

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

CERTAIN LEGAL MATTERS

Legality for Investment

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

Absence of Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Bonds.

The District is routinely subject to lawsuits and claims in the regular course of administering the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

Compensation of Certain Professionals

Payment of the fees and expenses of Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel to the District, Norton Rose Fulbright US LLP, as Underwriter's Counsel, and Caldwell Flores Winters Inc., as financial advisor to the District, is contingent upon issuance of the Bonds.

CONTINUING DISCLOSURE

The District will execute a Continuing Disclosure Certificate in connection with the issuance of the Bonds in the form attached hereto as Appendix E. The District has covenanted therein, for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board (an "**Annual Report**") not later than nine months after the end of the District's fiscal year (which currently would be March 31), commencing March 31, 2019 with the report for the 2017-18 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the Municipal Securities Rulemaking Board (the "**MSRB**"). The filing of this Official Statement with the Municipal Securities Rulemaking Board will serve as the first Annual Report. The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter of the Bonds in complying with S.E.C. Rule 15c2-12(b)(5) (the "**Rule**"). The filing of this Official Statement with the MSRB satisfies the District's disclosure obligations under the Rule related to the Annual Report with respect to fiscal year 2016-17.

The District has made undertakings pursuant to the Rule in connection with prior debt issuances. Specific instances of non-compliance with prior undertakings in the previous five years include (i) filing annual reports for fiscal years 2012 through 2015 late, (ii) filing operating

data late or filing operating data that did not conform to the requirements of certain previous undertakings for fiscal years ending 2012 through 2015, (iii) the late filing of the District's first interim and budget reports for the fiscal years ending in 2012 through 2015, (iv) not filing in a timely manner notices of rating changes with respect to rating downgrades and upgrades for bond insurers which insure certain of the District's debt issues, and (v) not filing in a timely manner notices of failure to file annual reports and ratings change notices. Identification of the foregoing instances does not constitute a representation that such instances are material. As of this date, the District has filed each of its Annual Reports for the previous five years, including first interim reports and budget reports, operating data for the previous five years, and has also filed required notices of insured rating changes.

The District currently serves as its own dissemination agent in connection with its prior undertakings as well as the undertaking relating to the Bonds.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District's duties regarding continuing disclosure.

RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), has assigned a rating of " " to the Bonds. Such rating reflects only the view of S&P and an explanation of the significance of such rating may be obtained only from S&P. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement). There is no assurance that such rating will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by S&P if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**"). The Underwriter has agreed to purchase the Bonds at a price of \$_____ which is equal to the initial principal amount of the Bonds of \$_____, plus original issue premium of \$_____ less an Underwriter's discount of \$_____.

The bond purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased), and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents mentioned are available from the Underwriter and following delivery of the Bonds will be on file at the offices of the Paying Agent in Los Angeles, California.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement have been duly authorized by the District.

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business & Fiscal Services

APPENDIX A
OXNARD SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2016-17

APPENDIX B

GENERAL AND FINANCIAL INFORMATION ABOUT THE DISTRICT

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of and interest on the Bonds is payable from the General Fund of the District. The Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the front half of the Official Statement.

General Information

The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (the "**County**"). It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment in the District in fiscal year 2017-18 is approximately 16,608 students.

Administration

Board of Education. The District is governed by a five-member Board of Trustees, each member of which is elected to a four-year term. Elections for positions to the Board of Trustees are held every two years, alternating between two and three available positions. Current members of the Board of Trustees, together with their office and the date their term expires, are listed below.

Name	Position	Term Expires
Debra M. Cordes	President	November 2018
Ernest Morrison	Clerk	November 2018
Monica Madrigal Lopez	Trustee	November 2020
Denis O'Leary	Trustee	November 2020
Veronica Robles-Solis	Trustee	November 2018

Superintendent and Administrative Personnel. The Superintendent of the District, appointed by the Board, is responsible for management of the day-to-day operations and supervises the work of other District administrators. The names and backgrounds of the Superintendent and the senior administrative staff are set forth below.

Dr. Cesar Morales, Superintendent. Dr. Morales has been Superintendent of the District since July 1, 2013. Previously he had worked as an assistant superintendent of human resources for the Lawndale School District in Los Angeles County. He has worked also as a middle school counselor, an assistant principal, and a principal. He earned his Doctorate in Educational Leadership from University of California, Los Angeles.

Janet Penanhoat, Assistant Superintendent, Business & Fiscal Services. Mrs. Penanhoat has been Assistant Superintendent, Business & Fiscal Services, for the District since September 11, 2017. She started her tenure at Oxnard School

District as Director of Finance in March 2012 and served in that capacity for five years. Mrs. Penanhoat has more than 30 years experience in school finance, serving several school districts within Ventura County throughout her career.

Robin Freeman, Assistant Superintendent, Educational Services. Ms. Freeman has been Assistant Superintendent of Educational Services for the District since July 1, 2015. Her career in education includes ten years as Assistant Superintendent, Educational Services and seventeen years as principal at the elementary and middle school levels. Prior to joining the District, she served in the Santa Paula Unified School District and the Hueneme Elementary School District. Ms. Freeman began her teaching career as a high school and junior high English and Reading teacher.

Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services. Dr. Vaca has been Assistant Superintendent of Human Resources and Support Services for the District since November 2013. He has held administrative positions in education for over 17 years. Dr. Vaca’s duties include, but are not limited to, collective bargaining as chief negotiator, risk management, employee recruitment and retention, and employee discipline. Dr. Vaca is also the custodian of records and is the Title IX compliance officer for the District. Prior to becoming Assistant Superintendent, Dr. Vaca was a Principal in the Ventura Unified School District. Dr. Vaca received his Doctorate in Educational Leadership from California State University, Northridge.

Recent Enrollment Trends

The following table shows recent enrollment history for the District.

**ANNUAL ENROLLMENT
Fiscal Years 2005-06 through 2017-18 (Projected)
Oxnard School District**

School Year	Enrollment
2005-06	16,004
2006-07	15,441
2007-08	15,281
2008-09	15,400
2009-10	15,554
2010-11	15,870
2011-12	16,119
2012-13	16,533
2013-14	16,803
2014-15	16,916
2015-16	16,918
2016-17	16,822
2017-18*	16,608

*Projection as set forth in First Interim Report for fiscal year 2017-18.
Source: California Department of Education, Educational Demographics Unit; District for 2017-18 Projections.

Employee Relations

In fiscal year 2017-18, the District employs approximately [898] full-time certificated employees and 822 full-time classified employees. In addition, the District employs approximately [688] part-time faculty and staff. These employees, excluding management and some part-time employees, are represented as summarized in the following table.

BARGAINING UNITS Oxnard School District

Employee Group	Representation	Contract Expiration Date
Certificated (teaching)	Oxnard Educators Assn	June 30, 2017*
Certificated (non-teaching)	Oxnard Supportive Services Assn	June 30, 2019
Classified	CA School Employees Assn	October 31, 2017*

**Parties operate pursuant to expired terms pending settlement.
Source: Oxnard School District.*

Insurance – Joint Powers Agreements

The District participates in two joint powers agreements (“**JPA**”) entities, the Ventura County Schools Self-Funding Authority (“**VCSSFA**”) and the Ventura County Fast Action School Transit Authority (“**VCFASTA**”). The relationship between the District and the JPAs is such that the JPAs are not component units of the District for financial reporting purposes. See Note 8 of the District’s audited financial statements attached to this Official Statement.

DISTRICT FINANCIAL INFORMATION

Education Funding Generally

School districts in California receive operating income primarily from two sources: the State funded portion which is derived from the State's general fund, and a locally funded portion, being the district's share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district's revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance ("**ADA**") for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of the District's revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District's revenue limit and its local property tax revenues.

The fiscal year 2013-14 State budget package replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the "**LCFF**"). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is \$2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.
- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional concentration grant of up to 50% of a local education agency's base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.
- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and will be phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district's proportionate share of the appropriations included in the State budget (based on the percentage of each district's students who are low-income, English learners, and foster youth ("**Targeted Students**")), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

"Full funding" was expected in eight years from original implementation, being fiscal year 2020-21, however it is expected that it will occur sooner based on improved State budgets.

The target LCFF amounts for State school districts and charter schools based on grade levels and Targeted Students is shown below.

Grade Span Funding at Full LCFF Implementation (Target Amount)

Grade Span	Base Grant⁽¹⁾	K-3 Class Size Reduction and 9-12 Adjustments	Average Assuming 0% Targeted Students	Average Assuming 25% Targeted Students	Average Assuming 50% Targeted Students	Average Assuming 100% Targeted Students
K-3	\$6,845	\$712	\$7,557	\$7,935	\$8,313	\$10,769
4-6	6,947	N/A	6,947	7,294	7,642	9,899
7-8	7,154	N/A	7,154	7,512	7,869	10,194
9-12	8,289	\$216	8,505	8,930	9,355	12,119

*(1) Does not include adjustments for cost of living.
Source: California Department of Education.*

The new legislation included a "hold harmless" provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the 2013-14 Budget created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of fund groups, with each group consisting of a separate set of self-balancing accounts containing assets, liabilities, fund balances, revenues and expenditures. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board (“**GASB**”) published its Statement No. 34 “Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments” on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management’s Discussion and Analysis; (ii) financial statements prepared using the economic measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Financial Statements

General. The District's general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's June 30, 2017 Audited Financial Statements prepared by Nigro & Nigro PC, Murrieta, California, are on file with the District and available for public inspection at the Office of the Assistant Superintendent, Business and Fiscal Services of the District, Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District has not requested, and the auditor has not provided, any review or update of such Financial Statements in connection with inclusion in this Official Statement. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District. This District may impose a charge for copying, mailing and handling.

General Fund Revenues, Expenditures and Changes in Fund Balance. The following table shows the audited income and expense statements for the District's General Fund for fiscal years 2012-13 through 2016-17.

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2012-13 through 2016-17 (Audited)⁽¹⁾
Oxnard School District

	Audited 2012-13	Audited 2013-14	Audited 2014-15	Audited 2015-16	Audited 2016-17
SOURCES					
Revenue Limit/LCFF Sources ⁽²⁾	\$80,708,014	\$108,351,091	\$127,311,381	\$148,788,199	\$158,958,238
Federal Revenue	10,812,581	10,839,213	13,065,616	11,498,212	13,214,624
Other State Revenue	27,041,981	13,469,896	15,169,410	23,229,681	20,602,262
Other Local Revenue	8,887,489	9,837,142	9,620,057	10,098,065	9,517,198
Total Revenue Limit	<u>127,450,065</u>	<u>142,497,342</u>	<u>165,166,464</u>	<u>193,614,157</u>	<u>202,292,322</u>
EXPENDITURES					
Instruction	85,510,009	91,155,885	110,600,912	117,067,138	129,899,626
Instruction – Related Services	14,169,144	16,057,688	18,720,692	20,687,103	20,814,304
Pupil Services	6,151,627	7,379,861	11,162,054	14,375,225	16,037,749
General Administration	6,842,927	7,880,560	8,132,581	10,251,084	11,502,205
Plant Services	15,028,480	12,702,351	13,419,224	13,972,279	15,579,596
Facility Acquisition and Construction	--	--	--	--	--
Community Services	841,042	870,056	1,425,974	1,376,796	991,700
Transfers of Indirect Costs	--	--	--	(550,740)	(445,095)
Other Outgo	(435,892)	(432,549)	(432,478)	--	--
Debt Service	--	352,729	339,180	669,585	524,936
Capital Outlay	375,466	1,012,247	837,108	410,684	2,183,940
Intergovernmental Transfers	2,003,040	2,344,764	2,155,147	2,567,864	3,292,210
Total Expenditures	<u>130,485,843</u>	<u>139,323,592</u>	<u>166,360,394</u>	<u>180,827,018</u>	<u>200,381,171</u>
Excess of (Deficiency) of Revenues Over Expenditures	(3,035,778)	3,173,750	(1,193,930)	12,787,139	1,911,151
OTHER FINANCING SOURCES					
Operating Transfers In	--	--	--	--	--
Proceeds from Long-Term Debt	4,797,640	--	--	8,000,000	--
Discount on Issuance of Debt	--	--	--	(80,000)	--
Other Financing Sources	--	--	--	--	7,361
Operating Transfers Out	(666,408)	(166,248)	(451,680)	(585,992)	(331,710)
Total Other Financing Sources (uses)	<u>4,131,232</u>	<u>(166,248)</u>	<u>(451,680)</u>	<u>7,334,008</u>	<u>(324,349)</u>
NET Change in Fund Balance	1,095,454	3,007,502	(1,645,610)	20,121,147	1,586,802
Fund Balance, July 1	16,669,030	17,764,484	20,771,986	18,313,118	38,434,265
Adjustments for Restatements	--	--	(813,258)	--	--
Fund Balance, as Restated	<u>--</u>	<u>--</u>	<u>19,958,728</u>	<u>18,313,118</u>	<u>38,434,265</u>
Fund Balance, June 30	<u>\$17,764,484</u>	<u>\$20,771,986</u>	<u>\$18,313,118</u>	<u>\$38,434,265</u>	<u>\$40,021,067</u>

(1) Totals may not foot due to rounding.

(2) LCFF commenced in fiscal year 2013-14.

Source: Oxnard School District - Audited Financial Statements.

District Budget and Interim Financial Reporting

Budgeting and Interim Reporting Procedures. State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Ventura County Superintendent of Schools (the “**County Superintendent**”).

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Education and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 (“**A.B. 1200**”) imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent

fiscal year. A qualified certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

Under California law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

District's Budget Approval/Disapproval and Certification History. During the past five years, each of the District's adopted budgets has been approved by the County Superintendent, and the District has certified its interim reports as positive.

Copies of the District's budget, interim reports and certifications may be obtained upon request from the District Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose charges for copying, mailing and handling.

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District's Fiscal Year 2017-18 Budget and 2017-18 First Interim Projections. The following table shows the general fund income and expense statements for the District for fiscal year 2017-18 (adopted budget and first interim projections).

**REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE⁽¹⁾
Fiscal Year 2017-18 (Adopted Budget and First Interim Projections)
Oxnard School District**

	Adopted Budget 2017-18	First Interim Projections 2017-18
Revenues		
LCFF Sources ⁽²⁾	\$161,789,368	\$161,885,171
Federal revenues	10,798,120	14,107,869
Other state revenues	8,626,942	11,648,433
Other local revenues	8,737,785	8,768,546
Total Revenues	<u>189,952,215</u>	<u>196,409,989</u>
Expenditures		
Certificated salaries	83,876,735	88,361,850
Classified salaries	31,134,848	32,294,626
Employee benefits	41,311,287	43,271,930
Books and supplies	18,547,067	20,522,265
Contract services & operating exp.	20,410,153	23,256,761
Capital outlay	3,388,574	9,144,172
Other outgo (excluding indirect costs)	3,137,132	3,076,622
Other outgo – transfers of indirect costs	(567,122)	(617,009)
Total expenditures	<u>201,238,674</u>	<u>219,311,217</u>
Excess of revenues over/(under) expenditures	(11,286,459)	(22,901,228)
Other financing sources (Uses)		
Operating transfers in	--	3,300,000
Operating transfers out	(450,694)	(377,679)
Total other financing sources (uses)	<u>(450,694)</u>	<u>2,922,321</u>
Net change in fund balance	(11,737,153)	(19,978,907)
Fund balance, July 1 ⁽³⁾	40,755,308	40,753,329
Fund balance, June 30	<u>\$29,018,155</u>	<u>\$20,774,422</u>

(1) Totals may not add due to rounding.

(2) LCFF commenced in fiscal year 2013-14. The District has a high proportion of English language learners, students from low-income families and foster youth (90% of student population). Therefore, funding under the LCFF includes base grant funding, supplemental funding and concentration grant funding.

(3) Fund balance does not correspond directly to audited financial statements because reserves are accounted for outside of the general fund for budgeting and interim reporting purposes.

Source: Oxnard School District First Interim Report for Fiscal Year 2017-18.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District maintains an unrestricted reserve which meets the State's minimum requirements.

In connection with legislation adopted in connection with the State's fiscal year 2014-15 Budget ("**SB 858**"), the Education Code was amended to provide that, beginning in fiscal year 2015-16, if a district's proposed budget includes a local reserve above the minimum recommended level, the governing board must provide the information for review at the annual

public hearing on its proposed budget. In addition, SB 858 included a provision, which became effective upon the passage of Proposition 2 at the November 4, 2014 statewide election, which limits the amount of reserves which may be maintained at the District level. Specifically, the legislation, among other things, enacted Education Code Section 42127.01, which became operative December 15, 2014, and provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the State’s Public School System Stabilization Account (the Proposition 98 reserve), a school district may not adopt a budget that contains a reserve for economic uncertainties in excess of twice the applicable minimum recommended reserve for economic uncertainties established by the State Board (for school districts with ADA over 400,000, the limit is three times the amount). Exemptions can be granted by the County Superintendent under certain circumstances.

On October 11, 2017, the Governor signed new legislation (“**SB 751**”) amending Section 42127.01 of the Education Code, effective January 1, 2018. SB 751 raises the reserve cap established under SB 858 to no more than 10% of a school district’s combined assigned or unassigned ending general fund balance and provides that the reserve cap will be triggered only if there is a minimum balance of 3% of the Proposition 98 reserve. Basic aid school districts and small districts with 2,500 or fewer ADA are exempt from the reserve cap.

Attendance - Revenue Limit and LCFF Funding

As described herein, prior to fiscal year 2013-14, school districts in California derived most State funding based on a formula which considered a revenue limit per unit of average daily attendance (“**ADA**”). With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following two tables set forth historical revenue limit funding for the District through fiscal year 2013-14, and LCFF funding for the District for fiscal year 2013-14 through 2017-18 (Projected).

AVERAGE DAILY ATTENDANCE AND LCFF FUNDING TRENDS
Fiscal Years 2013-14 through 2017-18
Oxnard School District

Fiscal Year	ADA	Total LCFF Funding
2013-14	16,325	\$108,351,091
2014-15	16,394	127,311,381
2015-16	16,359	148,788,199
2016-17	16,183	158,958,238
2017-18 ⁽¹⁾	16,068	161,885,171

⁽¹⁾ Projected.
Source: Oxnard School District.

Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it is entitled to.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under No Child Left Behind, the Individuals With Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material. For additional discussion of State aid to school districts, see "-State Funding of Education."

Other Local Revenues. In addition to local property taxes, the District receives additional local revenues from items such as interest earnings and other local sources.

District Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the

State Teachers' Retirement System (“**STRS**”) and classified employees are members of the Public Employees' Retirement System (“**PERS**”).

Implementation of GASB Nos. 68 and 71. Commencing with fiscal year ended June 30, 2015, the District implemented the provisions of GASB Statement Nos. 68 and 71 which require certain new pension disclosures in the notes to its audited financial statements commencing with the audit for fiscal year 2014-15. Statement No. 68 generally requires the District to recognize its proportionate share of the unfunded pension obligation for STRS and PERS by recognizing a net pension liability measured as of a date (the measurement date) no earlier than the end of its prior fiscal year. As a result of the implementation of GASB Statement Nos. 68 and 71, the District was required to reflect a restatement of its beginning net position as of July 1, 2014. See “APPENDIX A - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR ENDED JUNE 30, 2017.”

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. STRS provides retirement, disability and survivor benefits to plan members and beneficiaries under a defined benefit program. Benefit provisions and contribution amounts are established by State statutes, as legislatively amended. The program is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers and the State. The District’s employer contributions to STRS for recent fiscal years are set forth in the following table.

**STRS Contributions
Oxnard School District
Fiscal Years 2012-13 through 2017-18 (Projected)**

Fiscal Year	Amount
2012-13	\$4,813,495
2013-14	5,202,433
2014-15	9,569,943
2015-16	8,240,451
2016-17	10,131,610
2017-18 ⁽¹⁾	11,964,790

(1) Projected.
Source: Oxnard School District.

Historically, employee, employer and State contribution rates did not vary annually to account for funding shortfalls or surpluses in the STRS plan. In recent years, the combination of investment earnings and statutory contributions were not sufficient to pay actuarially required amounts. As a result, the STRS defined benefit program showed an estimated unfunded actuarial liability of approximately \$96.7 billion as of June 30, 2016 (the date of the last actuarial valuation). In connection with the State’s adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 (“**AB 1469**”), which represents a legislative effort to address the unfunded liabilities of the STRS pension plan. AB 1469 addressed the funding gap by increasing contributions by employees, employers and the State. In particular, employer contribution rates are scheduled to increase through at least fiscal year 2020-21, from a contribution rate of 8.88% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046.

The District’s employer contribution rates for fiscal years 2014-15, 2015-16, and 2016-17 were 8.88%, 10.73%, and 13.888%, respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2017-18 through fiscal year 2019-20 are set forth in the following table.

**PROJECTED EMPLOYER CONTRIBUTION RATES (STRS)
Fiscal Years 2017-18 through 2019-20**

Fiscal Year	Projected Employer Contribution Rate⁽¹⁾
2017-18	15.500%
2018-19	17.100
2019-20	18.600

(1) Expressed as a percentage of covered payroll.
Source: AB 1469

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State of California. The District is part of a “cost-sharing” pool within PERS. As a result of the implementation of PEPRA (defined herein), new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. “Classic” plan members continue to contribute 7.0%. The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the PERS Board of Administration. The contribution requirements of the plan members are established by State statute. The District’s contributions to PERS in recent years are set forth in the following table.

**PERS Contributions
Oxnard School District
Fiscal Years 2012-13 through 2017-18 (Projected)**

Fiscal Year	Amount
2012-13	\$2,473,244
2013-14	2,702,232
2014-15	3,200,769
2015-16	3,600,770
2016-17	4,456,972
2017-18 ⁽¹⁾	5,231,833

(1) Projected.
Source: Oxnard School District.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. The PERS unfunded liability, on a market value of assets basis, was approximately \$21.8 billion as of June 30, 2016 (the date of the last actuarial valuation). To address this issue, the PERS board has taken a number of actions. In April 2013, for example, the PERS board approved changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates. In April 2014, PERS set new contribution rates, reflecting new demographic assumptions and other changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy intended to incrementally lower its discount rate – its assumed rate of investment return – in years of good investment returns, help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. In December 2016, PERS voted to lower its

discount rate from the current 7.5% to 7.0% over the next three years according to the following schedule.

**PERS Discount Rate
Fiscal Years 2017-18 through 2019-20**

<u>Fiscal Year</u>	<u>Discount Rate</u>
2017-18	7.375%
2018-19	7.250
2019-20	7.000

Source: PERS.

The new rates and underlying assumptions, which are aimed at eliminating the unfunded liability of PERS in approximately 30 years, were implemented for school districts beginning in fiscal year 2016-17, with the costs spread over 20 years and the increases phased in over the first five years.

The District's employer contribution rates for PERS for fiscal years 2014-15, 2015-16, and 2016-17 were 11.771%, 11.847%, and 13.888%, respectively. Projected employer contribution rates for school districts (including the District) for fiscal year 2017-18 through fiscal year 2020-21 are set forth in the following table.

**PROJECTED EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2017-18 through 2020-21⁽¹⁾**

<u>Fiscal Year</u>	<u>Projected Employer Contribution Rate⁽²⁾</u>
2017-18	15.500%
2018-19	17.100
2019-20	18.600
2020-21	19.800

(1) Rates were estimated by PERS in 2016. The PERS board is expected to approve official employer contribution rates for each fiscal year shown during the immediately preceding fiscal year.

(2) Expressed as a percentage of covered payroll.

Source: PERS

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of

employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information. Additional information regarding the District's retirement programs is available in Note 11 to the District's audited financial statements attached hereto as APPENDIX A. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriter for accuracy or completeness.*

Other Post-Employment Retirement Benefits

The Plan Generally. The Oxnard School District Employee Health and Welfare Benefits Trust (the "**Trust**") administers the Oxnard School District Retiree Benefits Plan (the "**Plan**"), a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions ("**OPEB**") for all permanent full-time certificated and classified employees of the District. Membership of the Plan as of the 2016-17 fiscal year consists of 227 retirees and beneficiaries currently receiving benefits and 1,087 active plan members. Those hired on or after January 1, 2012 have no entitlement to retiree health benefits.

The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. The Board

establishes rates based on an actuarially determined rate. For the fiscal year ended June 30, 2017, the District's average contribution rate was 4.0% of covered-employee payroll. Plan members are not required to contribute to the plan.

The changes in the net OPEB liability of the District at June 30, 2017 were as follows:

**NET OPEB LIABILITY FOR FISCAL YEAR 2016-17
Oxnard School District**

	Net OPEB Liability
Balance at July 1, 2016	\$75,204,619
Changes for the Year:	
Service Cost	4,724,237
Interest	2,927,328
Employer Contributions	(4,224,791)
Actual Investment Income	(44,421)
Benefit Payments	--
Net Changes	3,382,353
Balance at June 30, 2017	\$78,586,972

Source: Oxnard School District Audited Financial Statement for Fiscal Year 2016-17.

Actuarial Assumptions and Discount Rate. The total OPEB liability was determined by an actuarial valuation as of June 30, 2017, using the following assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75%
Salary Increases	2.75%
Investment Rate of Return	3.50%
Healthcare Cost Trend Rates	4.00%

The discount rate used to measure the total OPEB liability was 3.5%. The District assumed that contributions would be sufficient to fully fund the obligation over a period not to exceed 30 years. The District used historic 30-year real rates of return for each asset class along with its assumed long-term inflation assumption to set the discount rate. The District offset the expected investment return by investment expenses of 25 basis points.

For the fiscal year ended June 30, 2017, the District recognized OPEB expense of \$7,607,144. The District has no deferred outflows of resources or deferred inflows of resources related to OPEB as of June 30, 2017. At June 30, 2017, the District reported a payable of \$4,224,791 for the outstanding amount of contributions to the Plan required for the year ended June 30, 2017.

Existing Debt Obligations

In addition to the District's ongoing obligations with respect to retirement plans and OPEB described above, the District has outstanding general obligation bond indebtedness, as well as certificates of participation payable from the general fund and an energy retrofit agreement. The District has never defaulted on the payment of principal or interest on any of its long-term indebtedness. See "APPENDIX A - Audited Financial Statements of the District – Note 7 - General Long-Term Debt" for summaries and expected debt service requirements of the District's long-term debt. See also "DEBT SERVICE SCHEDULES" in the body of this Official Statement.

General Obligation Bonds. The District has received voter authorizations to issue general obligation bonds pursuant to the procedures available under California law and election held in the District. Currently, the District has general obligation bond indebtedness outstanding pursuant to its November 7, 2006 bond election, which authorized up to \$64 million in general obligation bonds; its November 8, 2012 bond election, which authorized up to \$90 million in general obligation bonds; and its November 8, 2016 bond election, which authorized up to \$142.5 million in general obligation bonds. In addition, the District has multiple issues of refunding general obligation bonds outstanding. The following table summarizes the District's outstanding general obligation bonds.

SUMMARY OF OUTSTANDING GENERAL OBLIGATION BOND INDEBTEDNESS Oxnard Unified School District

Issue Date	Name of General Obligation Bond Issue	Original Principal Amount	Outstanding January 1, 2018
<u>2006 Authorization- \$64 million</u>			
07/11/2008	2006 Election, Series B	\$31,997,467.00	-to be updated-
<u>2012 Authorization- \$90 million</u>			
12/27/2012	2012 Election, Series B	\$18,390,000.00	
05/30/2013	2012 Election, Series B	25,500,000.00	
11/05/2014	2012 Election, Series C	15,750,000.00	
08/04/2015	2012 Election, Series D	30,360,000.00	
<u>2016 Authorization- \$142.5 million</u>			
3/30/2017	2016 Election, Series A	\$81,000,000.00	0
<u>Refunding Bonds</u>			
03/07/1997	1997 Refunding Bonds	\$19,890,672.00	
09/13/2001	2001 Refunding Bonds, Series B	20,920,000.00	
03/07/2011	2010 Refunding Bonds	10,750,000.00	
07/14/2011	2011 Refunding Bonds	7,275,000.00	
07/02/2012	2012 Refunding Bonds	12,240,000.00	
06/19/2014	2014 Refunding Bonds	11,835,000.00	
05/06/2016	2015 Refunding Bonds	14,305,000.00	
09/27/2016	2016 Refunding Bonds	16,360,000.00	
Totals:		\$316,573,139.00	

Certificates of Participation. The District currently has two series of certificates of participation outstanding. On January 19, 2010 the District issued \$5,285,900 of Refunding Certificates of Participation (the "2010 Certificates") pursuant to a lease agreement with Public Property Financing Corporation of California for the purpose of refunding the District's

outstanding 1997 Certificates, which had been issued to finance the final construction of the Norman Brekke Elementary School. The 2010 Certificates were sold bearing stated interest rate of 4.75% maturing between August 1, 2011 and August 1, 2026. As of June 30, 2017, the outstanding principal balance of the 2010 Certificates is \$3,791,000.

On April 7, 2016 the District issued \$8,000,000 original principal amount of 2016 Certificates of Participation (the “**2016 Certificates**”) pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of financing the acquisition and improvement of real property to be used as educational facilities by the District. The 2016 Certificates were sold with an initial interest rate of 2.00% and a step-up interest rate of 5.00% commencing August 1, 2021. As of June 30, 2017, the 2017 Certificates are outstanding in the aggregate principal amount of \$8,000,000.

Energy Retrofit Agreement. On July 17, 2012, the District entered into an equipment lease/purchase agreement (the “**Equipment Lease/Purchase Agreement**”) with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The financing was in a principal amount of \$4,797,640 with an annual interest rate of 2.98%, with the final payment due in fiscal year 2027-28. The District’s obligation under the Equipment Lease/Purchase Agreement is payable from the District’s General Fund.

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Ventura County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies which may impose limitations beyond those required by the Government Code. See APPENDIX G hereto for a copy of Ventura County’s Investment Policy and recent investment report.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see “—State Funding of Education – Revenue Limits” above). State funds typically make up the majority of a district’s LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding.

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

State Funding of Education

General. The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. School districts in California receive operating income primarily from two sources: (1) the State funded portion which is derived from the State's general fund, and (2) a locally funded portion, being a district's share of the 1% general *ad valorem* tax levy authorized by the California Constitution (see "DISTRICT FINANCIAL INFORMATION – Education Funding Generally" above). School districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts receive an average of about 55% of their operating revenues from various State sources.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

The following information concerning the State's budgets for the current and most recent preceding years has been compiled from publicly-available information provided by the State. Neither the District, the Underwriter nor the County is responsible for the information relating to the State's budgets provided in this section. Further information is available from the Public Finance Division of the State Treasurer's Office.

The Budget Process. The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "**Governor's Budget**"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature, and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Recent State Budgets

Certain information about the State budgeting process and the State budget (the “**State Budget**”) is available through several State of California sources. A convenient source of information is the State’s website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.*

- The California Department of Finance’s Internet home page at www.dof.ca.gov, under the heading “California Budget”, includes the text of proposed and adopted State budgets.
- The State Legislative Analyst’s Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst’s Internet home page at www.lao.ca.gov under the heading “Subject Area – Budget (State)”.

Prior Years’ Budgeting Techniques. Declining revenues and fiscal difficulties which arose in the State commencing in fiscal year 2008-09 led the State to undertake a number of budgeting strategies, which had subsequent impacts on local agencies within the State. These techniques included the issuance of IOUs in lieu of warrants (checks), the enactment of statutes deferring amounts owed to public schools, until a later date in the fiscal year, or even into the following fiscal year (known as statutory deferrals), trigger reductions, which were budget cutting measures which were implemented or could have been implemented if certain State budgeting goals were not met, among others, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. Although the fiscal year 2017-18 State budget is balanced and projects a balanced budget for the foreseeable future, largely attributable to the additional revenues generated due to the passage of Proposition 55 at the November 8, 2016 statewide election, there can be no certainty that budget-cutting strategies such as those used in recent years will not be used in the future should the State budget again be stressed and if projections included in such budget do not materialize.

2013-14 State Budget: Significant Change in Education Funding. As described previously herein, the 2013-14 Budget and its related implementing legislation enacted significant reforms to the State’s system of K-12 education finance with the enactment of the LCFF. Significant reforms such as the LCFF and other changes in law may have significant impacts on the District’s finances.

2017-18 Adopted State Budget

On June 27, 2017, the Governor signed the 2017-18 State budget (the “**2017-18 State Budget**”) into law. The 2017-18 State Budget calls for the spending of \$125.1 billion from the general fund, \$54.9 billion from special funds and \$3.3 billion from bond funds. The 2017-18 State Budget includes a funding increase of \$3.1 billion for K-14 education, an expanded tax credit for low-wage workers and puts an additional \$1.8 billion into the State’s budget stabilization reserve, bringing the rainy-day fund balance to \$8.5 billion, or 66% of the constitutional target. Significant features of the 2017-18 State Budget include:

- total funding of \$92.5 billion for K-12 education programs, including an increase in funding of \$1.4 billion to continue the State’s transition to LCFF, bringing the formula to 97% of full implementation;
- an increase of \$877 million in one-time discretionary grants to provide school districts, charter schools and county offices of education with funds to be used for items such as deferred maintenance, professional development, induction for beginning teachers, instructional materials, technology, and the implementation of new educational standards;
- an increase in \$7 million to support county offices of education, which funding requires county superintendents of schools to summarize how the county offices of education will support school districts and schools within the county;
- \$1.8 billion to pay down past budgetary borrowing and State employee pension liabilities;
- a \$6 billion supplemental payment to PERS, on top of the actuarially determined annual contribution of \$5.2 billion, through a loan from the State’s Surplus Money Investment Fund, which will reduce unfunded liabilities, stabilize the State’s contribution rate and save \$11 billion over the next twenty years;
- \$2.8 billion for STRS, which contribution is consistent with the funding strategy of putting STRS on a sustainable path forward and eliminating its current unfunded liability in approximately 30 years;
- new appropriations of \$2.8 billion, distributed evenly between State and local transportation authorities, to implement the Road Repair and Accountability Act of 2017;
- \$84.9 million to address issues from the State’s recent drought emergency, including \$41.9 million to extend the fire season and expand the State’s firefighting capabilities to reduce the fire risk from climate change, the recent drought and tree mortality; and
- an increase of \$31.5 million to repair and maintain the aging infrastructure of the State’s park system.

2018-19 Proposed State Budget

On January 10, 2018, the Governor released the proposed State budget for fiscal year 2018-19 (the “**2018-19 Proposed Budget**”). The 2018-19 Proposed Budget, despite projecting a one-time surplus and assuming continued expansion of the State economy, proposes a \$3.5 billion deposit in order to fully fund the State’s “Rainy Day Fund” in order to soften the magnitude of any future budget cuts. The 2018-19 Proposed Budget includes \$131.7 billion in general fund spending and reserves of \$1.2 billion. The 2018-19 Proposed Budget revises the Proposition 98 minimum funding guarantee for school districts, community college districts, and other state agencies that provide direct elementary and secondary instructional programs for kindergarten through grade 14 to \$78.3 billion, reflecting a year-to-year increase of \$3.1 billion

from fiscal year 2017-18. This includes an approximately \$3 billion investment to fully implement the LCFF two years earlier than originally projected. Ongoing Proposition 98 per-pupil expenditures in fiscal year 2018-19 are set at \$11,614, an increase of \$465 per-pupil over the revised level for fiscal year 2017-18. The Governor is required to release a May Revision to the proposed budget by May 14 of each year.

Disclaimer Regarding State Budgets. The execution of the foregoing 2017-18 State Budget and future State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks associated with proposed spending reductions, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2017-18 State Budget, or subsequent state budgets, will have on its own finances and operations. However, the Bonds are secured by *ad valorem* taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the Owners of the Bonds to provide State budget information to the District or the owners of the Bonds. Although they believe the sources of information listed below are reliable, neither the District nor the Underwriter assumes any responsibility for the accuracy of the State Budget information set forth or referred to in this Official Statement or incorporated herein.

Availability of State Budgets. The complete 2017-18 State Budget is available from the California Department of Finance website at www.ebudget.ca.gov. An impartial analysis of the budget is published by the Legislative Analyst Office, and is available at www.lao.ca.gov/budget. The District can take no responsibility for the continued accuracy of these internet addresses or for the accuracy, completeness or timeliness of information posted on these sites, and such information is not incorporated in this Official Statement by these references. The information referred to above should not be relied upon when making an investment decision with respect to the Bonds.

Uncertainty Regarding Future State Budgets. The District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures or possible future budget deficits. Future State budgets will be affected by national and State economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its own budgets.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds is payable from the proceeds of an *ad valorem* tax levied by the County for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111, and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 (“**Proposition 13**”), which added Article XIII A to the State Constitution (“**Article XIII A**”). Article XIII A limits the amount of any *ad valorem* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness (which provided the authority for the issuance of the Refunded Bonds), and (iii) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the district, but only if certain accountability measures are included in the proposition. The tax for the payment of the Bonds falls within the exception described in (c) of the immediately preceding sentence. Article XIII A defines full cash value to mean “the county assessor’s valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment”. This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the “full cash value” base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the “full cash value” base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the “taxing area” based upon their respective “situs.” Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home’s taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to “recapture” the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The SBE has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year’s assessment. On May 10, 2004 a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the “recapture” provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B (“**Article XIII B**”) of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. “Proceeds of taxes” include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all

qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the district may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the State Board of Equalization ("**SBE**") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIII C and XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIIC to expand the definition of “tax” to include “any levy, charge, or exaction of any kind imposed by a local government” except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the “Classroom Instructional Improvement and Accountability Act” (the “**Accountability Act**”). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State’s appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as “K-14 school districts”) at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount

would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State Budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the “**first test**”) or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita* personal income) and enrollment (the “**second test**”). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the “**third test**”). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Under Proposition 1A, beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the "Local Taxpayer, Public Safety, and Transportation Protection Act of 2010," approved on November 2, 2010, superseded many of the provisions of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State's control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State's authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State's general fund.

Proposition 30

Proposition 30 appeared on the November 6, 2012 statewide ballot as an initiated constitutional amendment (“**Proposition 30**”), and it was approved by State voters. Proposition 30 increased the State sales tax from 7.25 percent to 7.50 percent, increased personal income tax rates on higher income brackets for seven years, and temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax is levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increased the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$680,000 for joint filers).

The revenues generated from the temporary tax increases are included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “Proposition 98” and “Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “**EPA**”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to school districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

California Senate Bill 222

Senate Bill 222 (“**SB 222**”) was signed by the California Governor on July 13, 2015 and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter-approved general obligation bonds which are secured by *ad valorem* tax collections such as the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds as secured debt in bankruptcy due to the existence of a statutory lien.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 111, 22, 26, 30, 39 and 55 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

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APPENDIX C

GENERAL INFORMATION ABOUT THE CITY OF OXNARD AND THE COUNTY OF VENTURA

The following information concerning the City of Oxnard (the “City”) and Ventura County (the “County”) is included only for the purpose of supplying general information regarding the area of the District. The Refunding Bonds are not a debt of the City, the County, the State of California (the “State”) or any of its political subdivisions (other than the District), and none of the City, the County, the State or any of its political subdivisions (other than the District) is liable therefor.

General

The County of Ventura is situated on the southern California Coast. The County covers an area of approximately 1,843 square miles and ranks 26th in size among California’s 58 counties. The County is bordered by the Pacific Ocean to the south and west, Santa Barbara County to the west, Kern County to the north, and Los Angeles County to the east. The County’s major population centers are San Buenaventura (the County seat), Oxnard, Thousand Oaks, Simi Valley, and Camarillo. All are within approximately 60 miles of downtown Los Angeles.

Most of the northern half of the County is within the Los Padres National Forest. Mountain ranges created fertile valleys and broad alluvial basins, primarily in the southern half of the County. The high soil fertility and good drainage of the alluvial basins have helped the County become a leading agricultural producer.

Population

The following table lists population estimates for the City, the County and the other major cities in the County as of January 1 each year for the last five calendar years.

CITY OF OXNARD VENTURA COUNTY Population Estimates Calendar Years 2013 through 2017

	2013	2014	2015	2016	2017
Camarillo	67,751	68,075	68,517	69,224	69,623
Fillmore	15,234	15,367	15,444	15,510	15,683
Moorpark	35,279	35,507	36,036	36,529	36,828
Ojai	7,495	7,515	7,508	7,516	7,553
Oxnard	201,172	203,498	205,726	206,754	207,772
Port Hueneme	21,994	22,312	22,635	22,742	22,808
San Buenaventura	108,068	108,437	108,607	108,795	109,275
Santa Paula	30,183	30,633	30,705	30,649	30,654
Simi Valley	126,387	126,923	126,988	126,814	127,309
Thousand Oaks	130,233	131,077	131,437	131,292	131,457
Balance of County	97,159	97,759	97,848	98,068	98,424
Total County	840,955	847,103	851,451	853,893	857,386

Source: California Department of Finance, Demographic Research Unit.

Employment and Industry

The District is included in the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (“**MSA**”). The unemployment rate in Ventura County was 3.8 percent in November 2017, down from a revised 4.2 percent in October 2017, and below the year-ago estimate of 5.0 percent. This compares with an unadjusted unemployment rate of 4.0 percent for California and 3.9 percent for the nation during the same period.

The following table shows civilian labor force and wage and salary employment data for the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area, which is coterminous with Ventura County and, therefore, includes the City of Ventura, for the past five calendar years. These figures are area-wide statistics and may not necessarily accurately reflect employment trends in the City.

**OXNARD-THOUSAND OAKS-VENTURA METROPOLITAN STATISTICAL AREA
(Ventura County)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2016 Benchmark)**

	2012	2013	2014	2015	2016
Civilian Labor Force ⁽¹⁾	434,700	434,000	430,900	428,400	427,800
Employment	395,200	399,800	402,300	404,300	405,600
Unemployment	39,500	34,200	28,600	24,100	22,100
Unemployment Rate	9.1%	7.9%	6.6%	5.6%	5.2%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	27,100	27,400	26,500	26,300	25,400
Mining and Logging	1,300	1,200	1,300	1,000	800
Construction	11,800	12,600	13,700	14,200	14,600
Manufacturing	29,900	29,900	30,600	30,500	30,700
Wholesale Trade	12,600	12,900	12,800	12,600	13,000
Retail Trade	37,300	38,500	39,200	39,900	39,800
Trans., Warehousing and Utilities	5,700	5,900	6,000	6,000	6,000
Information	5,200	5,200	5,300	5,100	5,000
Finance and Insurance	15,400	14,500	14,200	13,500	13,100
Real Estate and Rental and Leasing	4,200	4,400	4,500	4,300	4,300
Professional and Business Services	35,600	37,000	35,900	35,800	36,000
Educational and Health Services	38,200	40,400	41,600	42,900	44,400
Leisure and Hospitality	32,800	33,800	34,800	35,700	36,700
Other Services	9,400	9,700	9,800	9,700	9,700
Federal Government	7,200	7,000	6,900	7,100	7,400
State Government	2,700	2,700	2,800	2,900	2,900
Local Government	33,700	33,900	34,400	35,400	36,200
Total, All Industries ⁽³⁾	310,100	317,000	320,200	322,800	325,800

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: *State of California Employment Development Department.*

Major Employers

The table below lists the largest employers in the County as of January 2018, listed alphabetically.

VENTURA COUNTY Major Employers January 2018

Employer Name	Location	Industry
Air National Guard	Port Hueneme	State Government-National Security
Amgen Inc	Thousand Oaks	Biological Specimens-Manufacturers
Anthem Blue Cross	Westlake Village	Insurance
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
Boskovich Farms Inc	Oxnard	Fruits & Vegetables-Growers & Shippers
Cal Atlantic Homes	Westlake Village	Home Builders
City of Simi Valley	Simi Valley	Government Offices-City, Village & Twp
Community Memorial Health Syst	Ventura	Pharmacies
Community Memorial Hospital	Ventura	Hospitals
Dole Berry Co	Oxnard	Fruits & Vegetables-Growers & Shippers
Haas Automation Inc	Oxnard	Machinery-Manufacturers
Harbor Freight Tools USA Inc	Camarillo	Tools-New & Used
Los Robles Hospital & Med Ctr	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Schools-Universities & Colleges Academic
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
Naval Air Warfare Ctr Weapons	Point Mugu Nawc	Federal Government-National Security
Naval Construction Battalion	Point Mugu Nawc	Government Offices-US
Ojai Valley Inn & Spa	Ojai	Hotels & Motels
Oxnard College	Oxnard	Schools-Universities & Colleges Academic
Sheriff's Department-Jails	Ventura	Sheriff
Simi Valley City Manager	Simi Valley	Government Offices-City, Village, Twp
Simi Valley Hospital	Simi Valley	Hospitals
St. John's Regional Medical Ctr	Oxnard	Hospitals
Ventura County Medical Ctr	Ventura	Hospitals
Ventura County Office of Edu	Camarillo	Schools

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2018 1st Edition.

Commercial Activity

Summaries of historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Annual figures are not yet available for calendar years 2016 and 2017.

Total taxable sales during the first three quarters of calendar year 2016 in the City were reported to be \$1.965 billion, a 3.55% increase over the total taxable sales of \$1.897 billion reported during the first three quarters of calendar year 2015.

CITY OF OXNARD Taxable Retail Sales Calendar Years 2011 through 2015 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2011	2,174	\$1,633,046	3,460	\$2,122,220
2012	2,175	1,765,630	3,474	2,290,589
2013	2,218	1,864,247	3,479	2,395,169
2014	2,338	1,947,853	3,590	2,502,372
2015 ⁽¹⁾	2,556	1,964,023	4,103	2,521,312

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: California State Board of Equalization, *Taxable Sales in California (Sales & Use Tax)*.

Total taxable sales during the first three quarters of calendar year 2016 in the County were reported to be \$10.173 billion, a 0.21% decrease over the total taxable sales of \$10.194 billion reported during the first three quarters of calendar year 2015.

VENTURA COUNTY Taxable Retail Sales Calendar Years 2011 through 2015 (Dollars in Thousands)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2011	13,788	\$8,156,404	22,032	\$11,020,181
2012	13,992	8,700,010	22,206	11,958,260
2013	14,285	9,101,436	22,234	12,824,296
2014	14,903	9,401,053	22,851	13,366,628
2015 ⁽¹⁾	10,453	9,615,370	25,826	13,784,346

(1) Permit figures for calendar year 2015 are not comparable to that of prior years due to outlet counts in these reports including the number of outlets that were active during the reporting period. Retailers that operate part-time are now tabulated with store retailers.

Source: California State Board of Equalization, *Taxable Sales in California (Sales & Use Tax)*.

Effective Buying Income

Effective buying income ("**EBI**") is designated by Sales and Marketing Management Magazine as personal income less personal tax and non-tax payments. Personal income is the aggregate of wages and salaries, other labor income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, personal interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local, non-tax payments (such as fines, fees, penalties), and personal contributions for social insurance. Effective buying income is a bulk measure of market potential. It indicates the general ability to buy and is essential in comparing, selecting and grouping markets on that basis.

The following table summarizes the Household Effective Buying Income for the City, the County, the State of California and the United States for the period 2012 through 2016. Annual figures for calendar year 2017 are not yet available.

COUNTY OF VENTURA Effective Buying Income As of January 1, 2012 through 2016

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2012	City of Oxnard	\$3,059,218	\$47,708
	Ventura County	21,829,753	59,284
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Oxnard	\$3,066,423	\$49,260
	Ventura County	21,077,443	60,285
	California	858,676,636	48,340
	United States	6,982,757,379	43,715
2014	City of Oxnard	\$3,216,918	\$51,206
	Ventura County	21,468,990	60,911
	California	901,189,699	50,072
	United States	7,357,153,421	45,448
2015	City of Oxnard	\$3,529,380	\$54,966
	Ventura County	24,412,090	67,179
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Oxnard	\$3,487,509	\$55,137
	Ventura County	23,874,399	65,193
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043

Source: The Nielsen Company (US), Inc.

Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables. Annual figures for calendar year 2017 are not yet available.

CITY OF OXNARD
Total Building Permit Valuations
Calendar Years 2012 through 2016
(valuations in thousands)

	2012	2013	2014	2015	2016
<u>Permit Valuation</u>					
New Single-family	\$790.1	\$17,207.8	\$10,497.2	\$41,189.3	\$48,722.1
New Multi-family	13,871.4	78,903.5	48,026.2	11,874.3	87,380.0
Res. Alterations/Additions	<u>4,159.9</u>	<u>7,023.0</u>	<u>12,277.6</u>	<u>7,501.4</u>	<u>5,645.5</u>
Total Residential	18,821.4	103,134.3	70,801.0	60,565.0	141,747.6
New Commercial	1,615.1	13,579.5	2,459.6	5,281.7	10,978.0
New Industrial	5,126.5	0.0	9,118.2	1,337.6	0.0
New Other	2,929.2	369.6	2,156.9	764.0	5,688.7
Com. Alterations/Additions	<u>8,497.8</u>	<u>23,839.5</u>	<u>19,682.6</u>	<u>14,145.1</u>	<u>17,549.1</u>
Total Nonresidential	18,168.6	37,788.6	33,417.3	21,528.4	34,218.8
<u>New Dwelling Units</u>					
Single Family	4	66	42	146	144
Multiple Family	<u>80</u>	<u>366</u>	<u>269</u>	<u>83</u>	<u>579</u>
TOTAL	84	432	311	229	723

Source: Construction Industry Research Board, Building Permit Summary.

VENTURA COUNTY
Total Building Permit Valuations
Calendar Years 2012 through 2016
(valuations in thousands)

	2012	2013	2014	2015	2016
<u>Permit Valuation</u>					
New Single-family	\$62,359.0	\$139,009.7	\$169,065.9	\$238,295.5	\$236,652.9
New Multi-family	23,303.3	121,304.6	102,514.6	69,260.2	147,122.8
Res. Alterations/Additions	<u>56,288.6</u>	<u>53,255.4</u>	<u>72,971.1</u>	<u>66,458.2</u>	<u>64,655.7</u>
Total Residential	141,950.9	313,569.7	344,551.6	374,013.9	448,431.4
New Commercial	10,241.8	64,645.0	21,358.7	55,505.3	52,600.3
New Industrial	9,636.2	336.6	17,938.6	4,404.9	4,647.4
New Other	19,172.5	9,813.5	30,893.9	37,412.3	57,210.5
Com. Alterations/Additions	<u>69,241.1</u>	<u>79,728.1</u>	<u>79,948.9</u>	<u>92,613.9</u>	<u>88,289.8</u>
Total Nonresidential	108,291.6	154,523.2	150,140.1	189,936.4	202,748.0
<u>New Dwelling Units</u>					
Single Family	175	360	450	615	652
Multiple Family	<u>147</u>	<u>688</u>	<u>632</u>	<u>394</u>	<u>1,011</u>
TOTAL	322	1,048	1,082	1,009	1,663

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF JONES HALL]

_____, 2018

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, California 93030

OPINION: \$_____ Oxnard School District
 (Ventura County, California)
 General Obligation Bonds Election of 2016, Series B

Members of the Board of Trustees:

We have acted as bond counsel to the Oxnard School District (the "District") in connection with the issuance by the District of \$_____ principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds Election of 2016, Series B, dated the date hereof (together, the "Bonds"), under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"), and a resolution adopted by the Board of Trustees of the District (the "Board") on February 21, 2018 (the "Bond Resolution"). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Bond Resolution and in the certified proceedings and other certifications furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The District is a duly created and validly existing school district with the power to issue the Bonds and to perform its obligations under the Bond Resolution and the Bonds.

2. The Bond Resolution has been duly adopted by the Board, and constitutes a valid and binding obligation of the District enforceable against the District in accordance with its terms.

3. The Bonds have been duly authorized, executed and delivered by the District, and are valid and binding general obligations of the District.

4. The Board of Supervisors of Ventura County is obligated to levy *ad valorem* taxes for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation as to rate or amount.

5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. The opinions set forth in the preceding sentence are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The District has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. We express no opinion regarding other federal tax consequences arising with respect to the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

§ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
Election of 2016, Series B

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “**Disclosure Certificate**”) is executed and delivered by the Oxnard School District (the “**District**”) in connection with the issuance and delivery of the captioned bonds (the “**Bonds**”). The captioned Bonds are being issued pursuant to a resolution adopted by the Board of Trustees of the District on February 21, 2018 (the “**Resolution**”). U.S. Bank National Association is initially acting as paying agent for the Bonds (the “**Paying Agent**”).

The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Resolutions, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

“*Annual Report Date*” means the date not later than nine months after the end of each fiscal year of the District (currently March 31).

“*Dissemination Agent*” means, initially, the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the District in connection with the issuance of the Bonds.

“*Paying Agent*” means U.S. Bank National Association, Los Angeles, California, or any successor thereto.

“*Participating Underwriter*” means Stifel, Nicolaus & Company, Incorporated, the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2019 with the report for the 2017-18 fiscal year, provide to the MSRB in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate; provided that the filing of the Official Statement with the MSRB shall serve as the first Annual Report. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

The filing of the Official Statement with the MSRB upon delivery of the Bonds shall be deemed to satisfy the filing requirement under the Rule with respect to the Annual Report for fiscal year 2016-17.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District in a timely manner shall provide (or cause the Dissemination Agent to provide) to the MSRB, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, with a copy to the Paying Agent and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has

been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information with respect to the most recently completed fiscal year, as follows:

- (i) total assessed valuation of taxable properties in the District;
- (ii) total assessed valuation of taxable properties of the top twenty taxpayers in the District;
- (iii) property tax collection delinquencies for the District, but only if *ad valorem* taxes for general obligation bonds are not collected on the County's Teeter Plan and such information is available from the County at the time of filing the Annual Report; and
- (iv) the District's most recently adopted budget available at the time of filing the Annual Report.

(c) In addition to any of the information expressly required to be provided under paragraphs (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission.

Section 5. Reporting of Significant Events.

(a) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.

- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Resolution.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), and (a)(14) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States

Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the District. Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;
- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Resolution for amendments to the Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2018

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oxnard School District (the "District")

Name of Bond Issue: Oxnard School District General Obligation Bonds, Election of 2016, Series B

Date of Issuance: _____, 2018

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated as of _____, 2018. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

OXNARD SCHOOL DISTRICT:

By: _____
Its: _____

cc: Paying Agent and Participating Underwriter

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is

a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as

possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G

VENTURA COUNTY INVESTMENT POLICY AND REPORT

\$ _____
OXNARD SCHOOL DISTRICT
 (Ventura County, California)
General Obligation Bonds
Election of 2016, Series B

BOND PURCHASE AGREEMENT

_____, 2018

Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Oxnard School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the \$_____ in aggregate principal amount of the Oxnard School District (Ventura County, California) General Obligation Bonds, Election of 2016, Series B (the "Bonds"). The purchase price of the Bonds shall be \$_____ (representing the principal amount of the Bonds, plus net original issue premium of \$_____, less an Underwriter's discount of \$_____, and less \$_____, representing premium for the municipal bond insurance policy).

On the Closing Date (defined in Section 7) the Underwriter shall (i) wire the amount of \$_____ to the Bond Insurer (defined in Section 2), representing payment for the Bond Insurance Policy (defined in Section 2), and (ii) wire the amount of \$_____ to U.S. Bank National Association (the "Paying Agent") for the payment of costs of issuance, pursuant to Section 13 hereof.

The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on February 21, 2018 (the "Bond Resolution") and the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), all for the purpose of financing educational projects approved by District voters at the November 8, 2016 election, as more particularly described in the Bond Resolution.

The Bonds are issued as current interest bonds and shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

In as much as this purchase and sale represents a negotiated transaction, the District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity, (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to (a) the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters), (b) any other fiduciary or contractual obligation except for the obligations expressly set forth in this Purchase Agreement, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. **The Bonds.** The Bonds shall be dated their date of delivery, and shall otherwise be as described in, and shall be issued and secured pursuant to, the provisions of the Bond Resolution and the Bond Law.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC").

In addition, the Bonds shall be insured by _____ (the "Bond Insurer") pursuant to a bond insurance policy delivered upon the issuance of the Bonds (the "Bond Insurance Policy").

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolution and herein, as set forth on Appendix A.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined below), the Bond Resolution, the Continuing Disclosure Certificate (as defined below), and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and in Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

6. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2018 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

7. **Closing.** At 8:00 a.m., California Time, on _____, 2018 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 hereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is and will be on the Closing Date a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv)

this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.
- (d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds.
- (e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of *ad valorem* property taxes available to pay the principal of and interest on the Bonds, or the pledge thereof, or the levy of any taxes contemplated by the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Bond Resolution or this Purchase Agreement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.
- (i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. The Preliminary Official Statement accurately describes, and the final Official Statement will accurately describe, any instances in the previous five years in which the District failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.
- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that effect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement.

- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.
- (m) Underwriter, Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) The District agrees to take any and all actions within its power as may be required by Ventura County or otherwise necessary in order to arrange for the levy and collection of *ad valorem* taxes and payment of the Bonds.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Establishment of Issue Price.**

(a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) 10% Test. The District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). ***At the time of execution of this Bond Purchase Agreement, the Underwriter hereby confirms that the 10% test has been satisfied as to each maturity of the Bonds as identified on Appendix A.***

(c) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.

11. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the

“Official Statement”) in such reasonable quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

- (c) Subsequent Events; Amendments to Official Statement. If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;
- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and as described in the Preliminary Official Statement and the Official Statement.

12. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and

the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;

- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 9(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability Between the Date Hereof and the Closing. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected by reason of any of the following:
 - (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or
 - (ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;
 - (2) legislation enacted by the State legislature or a decision rendered by a State Court, or a ruling, order, or regulation (final or temporary) made by a State authority, which would have the effect of changing, directly or

indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

- (3) the declaration of war or engagement in or escalation of major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community in the United States;
- (4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange;
- (5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force;
- (6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (7) the withdrawal or downgrading or placement on credit watch of any underlying rating of the District's outstanding indebtedness by a national rating agency; or
- (8) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
- (9) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (10) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
- (11) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the

District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

- (12) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board or agency or commission;
 - (13) there shall have occurred since the date of this Purchase Agreement any materially adverse change in the affairs, management or financial condition of the District;
 - (14) the suspension by the Securities and Exchange Commission (the "SEC") of trading in the outstanding securities of the District; or
 - (15) any proceeding shall have been commenced or threatened in writing by the SEC against the District.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two copies of the following documents in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
 - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:
 - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE FINANCING PLAN," "THE BONDS," "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein, the Bond Insurer or the Bond Insurance Policy;

- (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the District and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and
 - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended.
- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system, or information concerning the Bond Insurer or the Bond Insurance Policy, contained in the Preliminary Official Statement or the final Official Statement);
- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing

Date, contain any untrue statement of a material fact, nor omit to state to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) no further consent is required for inclusions of the audit in the Official Statement;

- (5) Arbitrage. A certificate as to arbitrage of the District in form satisfactory to Bond Counsel;
- (6) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Board of Education to the effect that:
 - (i) such copy is a true and correct copy of the Bond Resolution; and
 - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Certificate. A written certificate of the Paying Agent, executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is a national banking association, duly organized and validly existing under the laws of the United States of America, having full power to enter into, accept and perform its duties under the Bond Resolution.
- (10) Tax Rate and Bonding Capacity Certificates. A certificate signed by a District official setting forth a projection evidencing that tax rates are projected not to exceed \$30 per \$100,000 of assessed value during the term of the Bonds, and a certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations, taking into account an approved bonding capacity waiver as evidenced by documentation approved by the California State Department of Education.
- (11) Ratings. Evidence that the Bonds have been assigned the ratings set forth on the cover page of the final Official Statement (insured and underlying), and that such ratings have not been withdrawn or downgraded.

- (12) Bond Insurance Policy. A policy of municipal bond insurance issued by the Bond Insurer with respect to the Bonds, together with such certifications and opinions as may be reasonably requested by the Underwriter in connection therewith.
 - (13) Underwriter's Counsel Opinion. An opinion of Norton Rose Fulbright US LLP, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter, together with supporting opinions and certificates as shall be deemed advisable by Bond Counsel and as may be requested by the Underwriter.
 - (14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence (i) compliance by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.
- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

14. **Costs and Expenses.** The District shall pay or cause to be paid the expenses incident to the performance of the obligations of the District hereunder from bond proceeds, including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of all documentation relating to the issuance of the Bonds and the cost of preparing, printing, issuing and delivering the definitive Bonds, (b) the fees and disbursements of any legal counsel, accountants, financial advisors, rating agencies, paying agents, or other experts or consultants retained by the District, including Bond Counsel and Disclosure Counsel and (c) the cost of printing of the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing of the Official Statement,

including the requisite number of copies thereof for distribution by the Underwriter. In the event that the District's expenses incident to the issuance of the Bonds exceed proceeds available for such purpose, the District shall pay such amount from any other lawfully available source. In order to facilitate payment of costs of issuance, the Underwriter shall deposit bond proceeds in the amount of \$275,000 with the Paying Agent, in its capacity of costs of issuance custodian.

The Underwriter shall pay, and the District shall be under no obligation to pay, all expenses incurred by it in connection with the public offering and distribution of the Bonds, including but not limited to CUSIP Bureau fees, California Debt Advisory and Investment Commission fees, and fees of Underwriter's counsel, if any.

15. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Stifel, Nicolaus & Company, Incorporated
515 South Figueroa Street, Suite 1800
Los Angeles, CA 90071
Attn: Mr. John Baracy

16. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Nonassignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

22. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business and Fiscal Services
Date of Execution: _____, 2018
Time of Execution: _____ Pacific Time

APPENDIX A

Maturity Schedule*

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>
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[All maturities of the Bonds satisfied the 10% test upon pricing on this date.]*

Redemption Provisions

-to come-

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____

OXNARD SCHOOL DISTRICT

(Ventura County, California)

General Obligation Bonds

Election of 2016, Series B

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated, (the "Underwriter"), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) ***Issuer*** means Oxnard School District.

(b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Accordingly, the Underwriter makes no representation as to the legal sufficiency of the factual matters set forth herein. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates of Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party for any other purpose.

Dated: _____, 2018

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED,**
as Underwriter

By: _____
Managing Director

SCHEDULE A

ACTUAL SALE PRICES
(Attached)



OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM

January	17	Regular Board Meeting (Note: only ONE meeting in January)
February	7	Regular Board Meeting
	21	Regular Board Meeting
March	7	Regular Board Meeting
	21	Regular Board Meeting
April	18	Regular Board Meeting (Note: only ONE meeting in April)
May	2	Regular Board Meeting
	16	Regular Board Meeting
June	6	Regular Board Meeting
	20	Regular Board Meeting
July		District Dark – No meeting in July
August	8	Regular Board Meeting
	22	Regular Board Meeting
September	5	Regular Board Meeting
	19	Regular Board Meeting
October	10	Regular Board Meeting
	24	Regular Board Meeting
November	14	Regular Board Meeting (Note: only ONE meeting in November)
December	12	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.

Spring Break: March 26 – April 6, 2018
First Day of School: August 16, 2018

Board Approved: 12-6-17

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

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Norman R. Brekke Elementary School
CDS Code: 56725386114029
District: Oxnard School District
Address: 1400 Martin Luther King Jr. Drive
 Oxnard, CA 93030
Date of Adoption: January 16, 2018

Approved by:

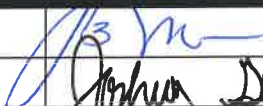
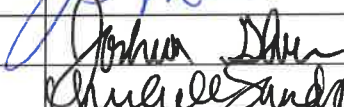
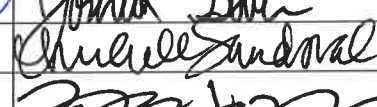
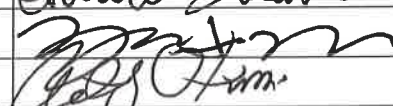
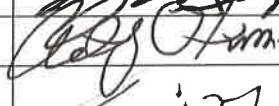
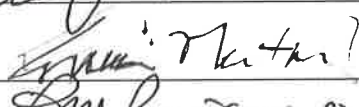
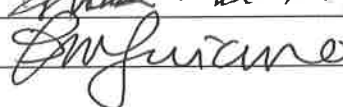
Name	Title	Signature	Date
Brandon Mascorro	Oxnard Police Officer		1-16-18
Joshua Glass	Interim Lead Custodian		1-16-18
Michelle Sandoval	Interim Office Manager		1-16-18
Yolanda Melano	School Site Council Parent		1-16-18
Anthony Otani	Teacher		1-16-18
Traci Martinez	School Site Council Chairperson		1-16-18
Bertha Anguiano	Principal		1-16-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Norman R. Brekke Elementary School's office.

Safety Plan Vision

The mission of Brekke School, in conjunction with the Oxnard School District, is to guarantee that all students will be academically competitive, successful lifelong learners and productive ethical citizens, by providing a safe, nurturing, success-oriented learning environment which implements a curriculum that aligns Common Core standards, instruction and assessment while fostering self-esteem and mutual respect.

Components of the Comprehensive School Safety Plan (EC 32281)

Norman R. Brekke Elementary School Safety Committee

Bertha Anguiano (Principal), Yolanda Melano (School Site Council Parent), Michelle Sandoval (Interim Office Manager), Brandon Mascorro (School Resource Officer), Anthony Otani (Teacher - 3rd grade), Joshua Glass (Interim Lead Custodian), and Traci Martinez (School Site Council Chair).

Assessment of School Safety

Students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. School administration and staff are committed to maximizing school safety, creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

In Order to ensure that students engage in safe behavior, the school instituted the "Dolphin Pride" program which is predicated on the "Three B's" - Be Safe, Be Responsible, Be Respectful and the CHAMPS positive behavior support program. These are the school rules. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. We encourage positive behavior plans and award students with dolphin dollars when they are "caught" exhibiting one of the Brekke B's. Expectation charts are posted throughout the school with expected behaviors in different school locations (classrooms, hallways, cafeteria, etc.) outlined for students. Consequences are given when the expectations are not adhered to and students are reminded of what safe, responsible, and respectful actions are when they engage in behavior that does not follow the Brekke B's.

The information about the behavior expectations and discipline and consequences is shared with all state holders during parent meetings such as ELAC, SSC, PTA and Title I meetings; and during parent teacher conferences.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted, and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and the Principal conduct a monthly safety inspection and submit reports to the District Office. Any safety issues are reported by staff to the administration as they are noticed and are handled by the Lead Custodian or through work orders to the district office. Minor changes (such as repairs) are made immediately. Major changes which may need input from more stakeholders go through a process of involving the school's staff and any relevant parent groups. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

An annual inventory of Emergency equipment is conducted and supplies are replaced as needed, including emergency buckets and emergency classroom backpacks. The Emergency Operations Plan (EOP) is updated and first aid supplies and search and rescue plans are in place. Staff is trained in the Emergency Operations Plan/School Safety Plan.

In addition, the Principal plans lock-down drills with the Oxnard Police Department and fire and earthquake drills to prepare staff and students in the event of a real situation where one of these strategies would be put into effect while school is in session.

Security has been increased by making the campus a Closed Campus. To ensure student safety during drop off and pick up times, the parking lot is closed to through traffic. Campus supervisors have been trained to cross students at designated crosswalks during these times. Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge. Additionally, all visitors and volunteers are asked to show a picture ID when signing in at the office. All perspective volunteers are screened through the District before being approved to volunteer at the school site. Any adult on campus without a visitor /volunteer badge is directed to the office where they can sign in. Any parent/guardian who picks up a student early from school or comes for a late pick up is also required to show a picture ID when signing out the student(s). This information is communicated to parents at the beginning of the school year in the Parent Handbook.

Site administration, as well as the PBIS Team, collected and analyzed data from office referrals, attendance rates, student suspensions, and the Healthy Kids Survey to inform the development of the Site Safety Plan and to improve school-wide systems and practices for student safety.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

The Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws. Administration communicates with the community via meetings, letters, and the connect-ed phone messaging system regarding reminders for safety and traffic regulations.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

At Brekke, all staff is trained on Child Abuse Reporting Procedures each year.

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Policies for Suspension and Expulsion

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have

failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
 E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering. Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

Dress Code Policy

Primary responsibility for student grooming lies with the student and his or her parents; while working closely with school administration. The purpose of the dress standards shall be to ensure a safe and secure environment in which to offer a quality education.

All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Garments shall be sufficient to appropriately conceal undergarments at all times.

- Articles of clothing, which display gang symbols, profanity or products, or slogans, which promote tobacco, alcohol, drugs; materially interfere with schoolwork; create disorder or disrupt the educational process are not allowed. Professional sport team jackets, T-shirts, and hats are also Not permitted at school.
- Metal accessories and jewelry that present a hazard to the health and safety of students are prohibited.
- Tank tops may not be worn without a T-shirt underneath.
- Over-sized clothing is inappropriate and must not create a safety hazard during physical activity. Clothing may be no more than one size larger than the appropriate size. Pants must stay up on hips without the use of a belt and should not cover shoes.
- Beach wear, halter-tops, tube tops, bare midriffs or chest, see through outfits, or off the shoulder blouses or blouses with thin straps are not appropriate or acceptable.
- Walking shorts are permissible and must be at least mid thigh in length. All sports wear type shorts, bike shorts (spandex), frayed shorts, shorts and pants with holes or short-shorts are unacceptable.
- Shorts that stop between mid-calf and knees worn with long white socks are considered gang attire and may not be worn. There must be at least four inches between the top of the socks and bottom of the shorts. Thigh high is not acceptable attire for school.
- Straps must be fastened at all times. Bib overalls must be worn with both straps fastened.
- Tights will be allowed if over garment reaches 4 inches above the knee.
- All students must wear shoes. Strap on tennis shoes need to be strapped across the foot for safety. Thongs or sandals are inappropriate for safety reasons. Closed toe shoes only.
- Hats may be worn outside the classroom. Gang related symbols of any kind on the hats and professional sports team names/logos are not acceptable. Official school hats, inclement weather hats or hats that are part of an accessorized outfit are acceptable.
- A belt with military type buckles oversized buckles or chains may not be worn. Belts must be appropriately fitted.
- Exceptions to the dress code can only be made for medical, health reasons, or religious beliefs.

Reglamento Para El Código Del Vestido

La responsabilidad primordial por el arreglo personal del estudiante esta a cargo del estudiante y de sus padres, trabajando en estrecha unión con la administración escolar. El objeto de tener un código de vestir es garantizar un ambiente seguro y sin peligros en el cual se pueda ofrecer una educación de calidad.

Toda la ropa debe estar ordenada, limpia, en condición aceptable y debe usarse dentro de los límites de la decencia y el buen gusto apropiado para la escuela. Los artículos de ropa deben ser lo suficiente para cubrir, en forma apropiada, la ropa interior.

- Los artículos de ropa que exhiben símbolos de las pandillas, vulgaridades o productos o propaganda para el tabaco, el alcohol, las drogas el sexo, o que interfieren materialmente con el trabajo escolar, que causan desorden o que interrumpen el proceso

educativo, no son permitidos. Tampoco NO se permiten en la escuela las chaquetas, camisetas, sombreros (hats) de los equipos profesionales.

- Están prohibidos los accesorios de metal que presentan un peligro para la salud o la seguridad de los estudiantes.
- Las camisetas de tirantes no se deben usar sin una camiseta (T-Shirt) por debajo.
- La ropa demasiado grande no es apropiada y no debe crear un peligro para la seguridad durante las actividades físicas. La ropa no debe ser más de una medida más grande que el tamaño apropiado. Los pantalones deben sostenerse en la cadera sin necesidad de usar un cinturón y no deben cubrir los zapatos.
- La ropa que se usa en la playa, las blusas sin tirantes, las blusas o camisas con el estomago o el pecho descubierto, los artículos de ropa transparente y las blusas con el hombro descubierto no son apropiadas ni aceptables.
- Los pantalones cortos para caminar si son permitidos y deben llegar no mas alto de la rodilla y máximo 4 pulgadas arriba de la rodilla Todos los pantalones o pantalones cortos deportivos, de ciclismo (de licra), deshilachados, con agujeros o demasiado cortos no son aceptables.
- Los pantalones cortos que terminan entre la pantorrilla y la rodilla y que se usan con calcetines blancos largos se consideran ropa de pandilleros y no se deben usar. Las calcetas para las niñas no puede exceder más alta de la rodilla.
- Los tirantes deben estar abrochados todo el tiempo. Los overoles deben usarse con ambos tirantes abrochados.
- Se permitirán las mallas si la ropa que va encima llega por lo menos hasta cuatro pulgadas arriba de la rodilla.
- Todos los estudiantes deben usar zapatos. Los tenis que tengan velcro necesitan estar abrochados todo el tiempo por razones de seguridad. Los zapatos playeros o las sandalias no son apropiados por razones de seguridad. Solamente zapatos cerrados son permitidos.
- Se permite usar sombreros afuera del salón. Ninguna clase de símbolos, nombres/logos de equipos profesionales relacionados con las pandillas son aceptables en los gorros/sombreros. Las gorras serán permitidas siempre y cuando sean las gorras/sombreros oficiales de la escuela, gorras impermeables, o sombreros que formen parte de algún vestido si son aceptados.
- No se deben usar cinturones con hebillas estilo militar, ni hebillas grandes o cadenas.
- Se harán excepciones al código del vestido siempre y cuando sean por razones médicas o religiosas.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Brekke staff continually monitors the safety of all students upon arrival and dismissal from school. Routines and procedures are established for the arrival and dismissal of students. Traffic is monitored in the front of the school both before and after school and the asphalt and play area behind the school is supervised. Supervisors are campus assistants, teachers, paraprofessionals, other support personnel, custodial staff and administrators.

The regular student day is from 8:00 am to 2:20 pm for students from grades 1-5. The regular school day for Transitional Kindergarten and Kindergarten students is from 8:00 am to 1:27 pm. (with the exception of attending before or after school interventions classes, the after School Program, or early release days). Wednesdays are early release days, all students (TK -5) are dismissed at 1:27 pm.

For morning arrival, the parking lot is closed to parents. Parents are asked to drop off students near one of the school entrances. Crossing guards are posted at the crosswalk near the parking lot entrance and at the 4-way stop at Gallatin Place and Martin Luther King Jr. Dr. Upon arrival, all students are to go to the play area in the back of the school or to the cafeteria for breakfast. Students are not allowed on campus until after 7:30 AM due to lack of supervision. No students are to be in classrooms or hallways unattended. At the first bell, 7:55 AM, students are to immediately go to their "line" and wait for their teacher to escort them to the classroom. Instructional minutes begin at 8:00 and any student who is not in their "line" at 8:00 shall be counted tardy.

If the student arrives after the tardy bell (at 8:00 am), the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom. A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Upon dismissal at 2:20 PM, the parking lot is closed to parents for pick up. Staff members will supervise students at dismissal in the front of the building and on the back asphalt area. All students are to be picked up immediately following dismissal. Those students who walk are to leave campus at dismissal time unless arrangements have been made with Brekke staff. Students are not allowed to loiter or wait for pick up without supervision outside the campus gates/doors.

For Kindergarten dismissal, the bus loading and unloading area near the Kindergarten playground area is to be for pick-up purposes only. No parking signs are posted and no private vehicles are to be parked and/or left in this area for student pick-up.

During the school day, students are to be supervised at all times. When one student or a small group of students is in the hallways to run an errand, go to the restroom, library, computer lab, etc, the student's must have a hall pass in their possession.

Brekke is a closed campus and all visitors to the campus are always to sign in at the front office. Parents are asked not to go to classrooms without prior clearance from the office and a visitor's badge. Parents are always welcome to serve as volunteers in classrooms; however, procedures for clearance to do so must be followed and cleared names will be provided by the district office only.

Leaving Early: Students may leave campus prior to dismissal if parents, guardians or persons designated by parents/guardians (as listed on the emergency card) pick up students from school with proper identification. Persons picking up the student during the day must present a valid ID, be of 18 years of age, noted on the emergency contact information and sign the student(s) out with the office.

Gates and Door Security: When all classes have entered the building at the beginning of the day, playground supervisors will lock the gates that lead to the basketball courts and park. All exterior doors will be locked to deter entrance to the building except through the front doors. All campus assistants and teachers have keys to the gates and can unlock them when students are outside for recess and other activities.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School Wide Positive Behavior Support

Opportunity for Improvement:

Provide additional training for CHAMPS and ongoing staff development on positive behavior support strategies.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Analyze and review effectiveness of the schoolwide positive behavior support plan.	Implement CHAMPS in the classrooms and different areas of the school and evaluate effectiveness throughout the year. Make recommendations for improvements in implementation of the plan.	Discipline referrals and number of suspensions	Principal and PBIS Team	Review office referrals and suspension rates
2) Keep parents/families informed of positive behavior support plan	Share positive behavior plan and operations procedures at Back to School Night, ELAC, SSC meetings, and other parent nights throughout the year.		Principal and Brekke Safety Committee	Record of communication
3) Development of additional dolphin pride rewards, expectations, etc.	Evaluate the need for additional rewards and expectations throughout the year as needed. Suggestions to be brought back to safety committee.		Principal, PBIS Team and teachers	Meeting records
4) Train teachers and students on CHAMPS and the 3 B's of Brekke from the Dolphin Pride. Specifically with an emphasis on Bully intolerance.	Conduct behavior assemblies at the beginning of the year and periodically over the course of the year. Conduct training in classes at the beginning of the year on bullying behavior.	CHAMPS: Safe and Civil Schools	Principal and PBIS Team	Record of training

Component:

Disaster Preparedness

Element:

Safe School Environment

Opportunity for Improvement:

More frequent review of incident command system roles and responsibilities.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Assign each staff member to a role within the Incident Command System	Survey staff for any special training with regards to Incident Command roles. Assign staff members to specific ICS role. Provide staff members with information regarding ICS role and related responsibilities.	Online FEMA courses.	Principal	Record of training
2) Provide training opportunities for staff on their ICS roles.	Coordinate school wide training with scheduled district disaster trainings.		Principal	Record of training
3) Update the ICS roles as staff members change.	Evaluate roles at the end/beginning of each school year and after drills		Principal and safety committee	Plan revisions
4) Keep parents/families informed.	Hold parent information meetings regarding overall school safety. Disseminate information on student release in case of an emergency.		Principal	Record of communications

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Offer more parent information meetings on topic of school safety and student safety.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Increase staff and student awareness of lockdown procedures.	Disseminate information to staff regarding lockdown procedures. Provide schoolwide training drills to practice procedures in different situations	Principal, staff, SRO	Principal	Record of drills
2) Increase parent/family awareness of procedures in case of a lockdown.	Disseminate information to parents regarding lockdown drills. Hold parent meetings to inform families of student release procedures in case of a lockdown.		Principal	Record of communication
3) Ensure facilities are well-maintained and do not present any safety issues.	The lead custodian and the principal conduct a monthly safety inspection and submit reports and/or work orders to the district office.		Principal and Lead Custodian	Record of inspections

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Norman R. Brekke Elementary School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas. Brekke incorporates the Dolphin Pride program emphasizing the three "B's" of behavior - Be Safe, Be Responsible, Be Respectful - with CHAMPS.

GOALS

We want our students to develop a sense of values and to become:

- Caring Honest
- Responsible Well mannered and courteous
- Respectful Knowledgeable of right and wrong
- Fair Positive in outlook
- Compassionate Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and expected conduct.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-disciplined and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- Attend school daily and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Inappropriate use of cellular telephones or electronic paging devices;
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct.

SCHOOL RULES AND PROCEDURES IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

EVALUATION AND FEEDBACK METHODS

Summary

The staff, School Site Council, and the principal will review the school rules and discipline program. These groups will consider the impact of the school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety.

Conduct Code Procedures

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 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
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2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of student and staff members. The committee meets regularly to review and make any necessary recommendations and changes. All changes are brought to the attention of the staff and stakeholders at meetings. The plan is reviewed in December, approved by SSC in January, and updated by February of each year.

Safety Plan Appendices

Emergency Contact Numbers

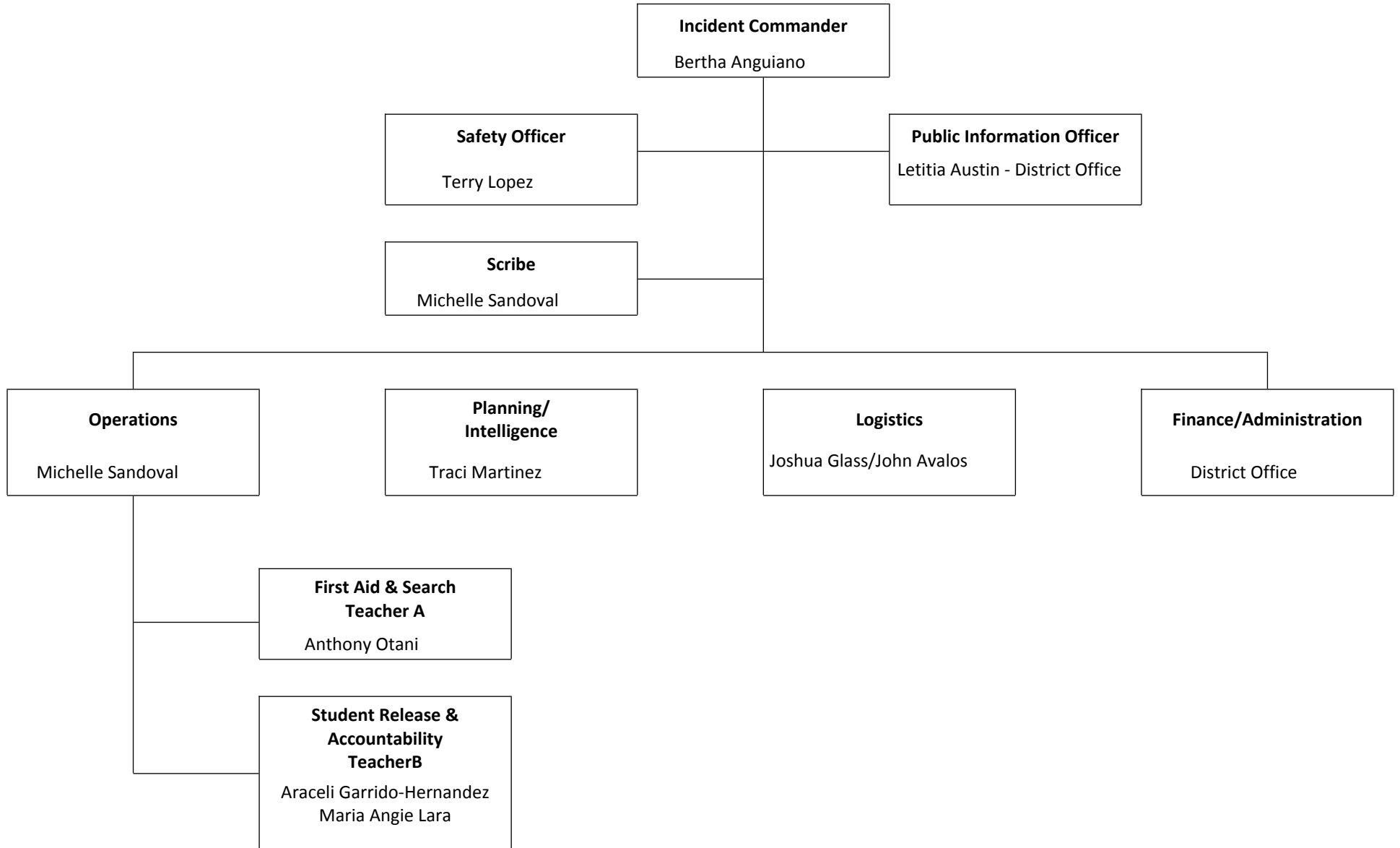
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

<p align="center">Activity Description (i.e. review steps, meetings conducted, approvals, etc)</p>	<p align="center">Date and Time</p>	<p align="center">Attached Document (description and location)</p>
<p>A safety committee is created each school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a regular basis to review and make any necessary recommendations and changes. All changes are brought to the attention of staff and stakeholders. The plan is reviewed in December, approved by the School Site Council and updated January/February.</p>	<p>Regularly scheduled bimonthly meetings in: September, December, January , March, and May.</p>	

Norman R. Brekke Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved with internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1). Direct all students and staff to remain indoors.
 - 2). Direct all heating and ventilation systems to be shut down.
 - 3). Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, to do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.

14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

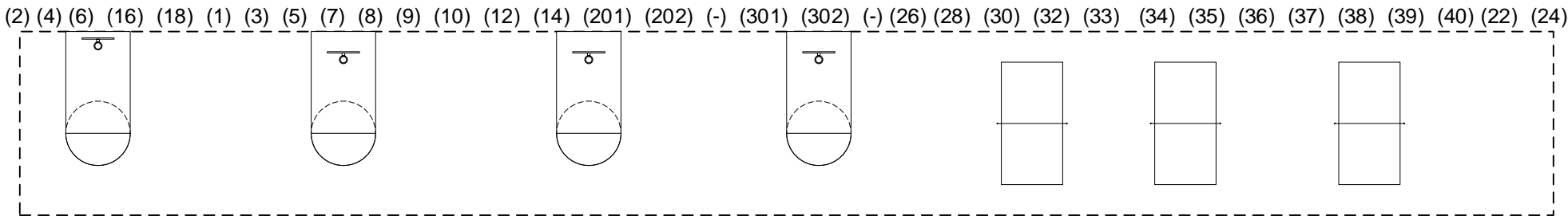
The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Emergency Evacuation Meeting Area for Bomb Threat (grass area next to homes)



Emergency Evacuation Meeting Area for Fire, Earthquake, and other emergencies

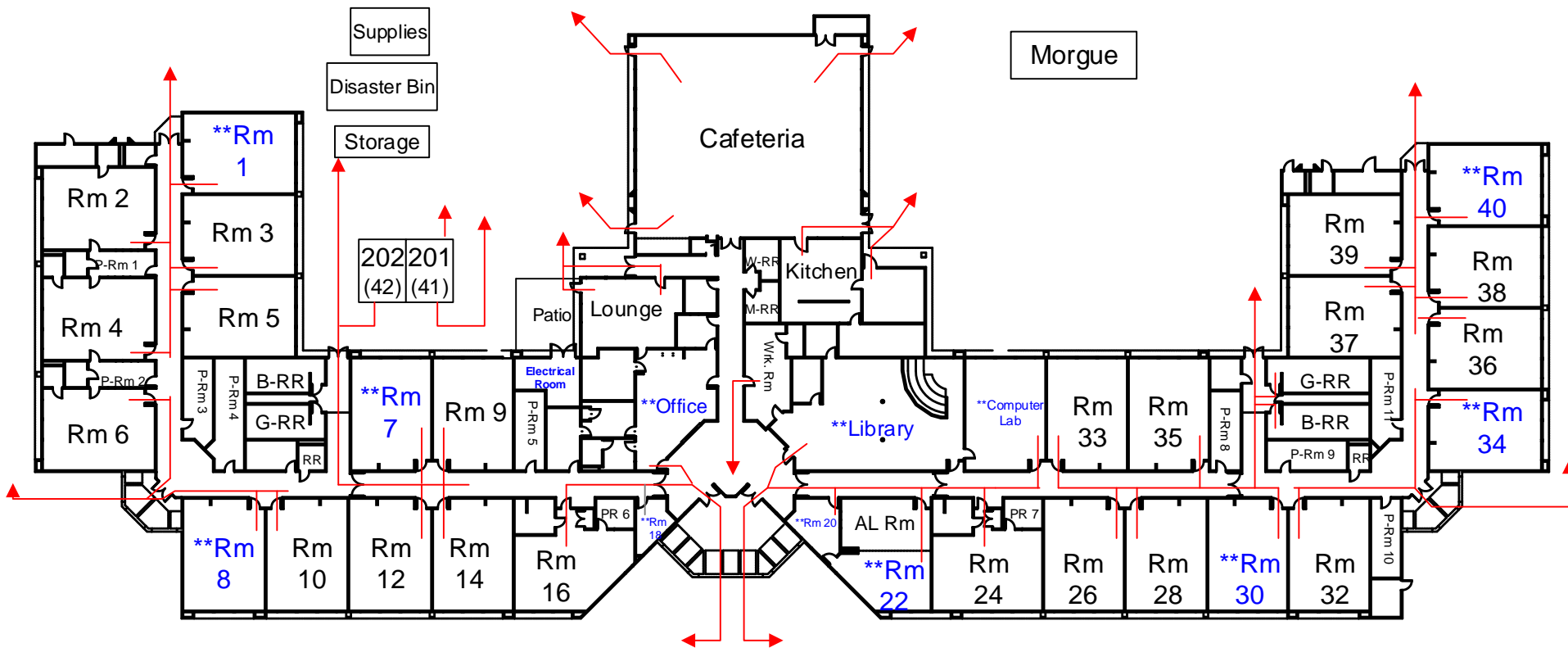


Classroom Meeting Area

Classroom Meeting Area

(6) (2) (1) (3) (5) (8) (10) (7) (12) (14) (9) (201) (202)

(35) (30) (33) (28) (26) (24) (32) (34) (37) (36) (39) (38) (40)



** = Rooms responsible for doors

Norman R. Brekke School Emergency Evacuation Map

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Cesar E. Chavez K-8 School
CDS Code: 56725386055321
District: Oxnard School District
Address: 301 North Marquita Street
 Oxnard, CA 93030-3792
Date of Adoption: February 1, 2018

Approved by:

Name	Title	Signature	Date
Mrs. Brasilia Perez	Principal		2-6-18
Mrs. Maria Ramos	Teacher		2-7-18
Mrs. Nancy Rodriguez	Teacher		2-7-18
Mr. Sal Gutierrez	Lead custodian		2-7-18
Mrs. Rosalinda Rodarte	Teacher		2-7-18
Ms. Yolanda Gonzalez	Outreach Specialist		2-7-18
Officer Mascorro	School Resource Officer		2-7-18
Mrs. Yulianna Robles	Office Manager		2-7-18
Mrs. Camila Gomez	SSC President		2/07/2018

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Cesar E. Chavez K-8 School's office.

Safety Plan Vision

It is the goal of all staff at Chavez School to provide a nurturing, safe environment, and secure learning for all students, staff, families and community in a safe climate.

Components of the Comprehensive School Safety Plan (EC 32281)

Cesar E. Chavez K-8 School Safety Committee

Maria Ramos, teacher
Nancy Rodriguez, teacher
Rosalinda Rodarte, teacher
Teresa Silvas, counselor
Brasilia Perez, Principal
Yulianna Robles, Office Manager
Officer Mascorro
Camila Gomez, SSC President
Yolanda Gonzalez, Outreach Specialist
Salvador Gutierrez, Lead Custodian

Assessment of School Safety

Cesar Chavez School has a "Safe Schools' Plan of Action" in compliance with the Oxnard School District.

- Our school is currently a closed campus. Parents and visitors must sign at the front office to get a badge or sticker and access to our campus. We have hired additional campus supervisions so our students are highly monitored. The school principal, outreach consultant, social worker and his assistant are always monitoring recesses and lunch times in addition to the five campus supervisors.

Our school is implementing fire, earthquake and evacuation drills at least once a month. Gates and doors are locked at all the time.

- The SRO conducted a security inspection of the campus with the Principal and lead custodian at the beginning of the year 2017-2018.
- The SRO is present for whole school evacuation drill. Monitoring and providing support.
- Risk Management from DO conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO.
- Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office.
- The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.
- Office Referrals
- The school regularly reviews data (Attendance Rates/School Attendance Review, Suspension/Expulsion Data, California Healthy Kids Survey) as part of its assessment of school safety.

Traffic/Safety Enforcement and Communication

- Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.
- Administration communicates with the community via meetings, letters, and Connect-Ed phone messaging system regarding reminders for safety and traffic regulations.
- The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Emergency Supplies

- Conduct an annual inventory of Emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks
- EOP updated and have first aid supplies and search and rescue plan in place
- Staff trained in Emergency Operations Plan/School Safety Plan

Information/Awareness

- Staff is trained in Emergency Operations Plan/School Safety Plan
- The safety committee meets regularly to review all safety and security procedures and makes any necessary recommendations and changes.

Drills

- SRO from OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly ,providing feedback to Principal which will debrief with staff and do necessary changes
- Monthly Drills: Earthquake and Fire Drills

Traffic/Safety Enforcement and Communication

- Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.
- Administration communicates with the community via meetings, letters, and Connect-Ed phone messaging system regarding reminders for safety and traffic regulations.
- The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.

- k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent

possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

CHAVEZ SCHOOL DRESS POLICY

All students will be held to the Chavez School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing, change into loaners, or call home to have proper clothing items brought to school. Parents may be called at home or work to bring appropriate clothing to school, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

The following will be strictly adhered to:

DRESS CODE

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

All students at Chavez K-8 School will be held to the Chavez dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The Chavez School Dress Policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. One's dress and appearance should not disrupt the education of others. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire. All clothing, footwear and accessories must help maintain a serious, academically-orientated atmosphere (Garments with frayed edges, torn or with holes are not appropriate for the school setting), due to safety, sandals with no back strap may not be worn. Wallets with chains are not permitted.

1. Clothes should be neat, clean, and reflect good taste and decency.

Garments shall be sufficient to appropriately conceal undergarments at all times. (See-through fabrics, halter tops, shoulder/low cut tops, short skirts or shorts shorter than midthigh and bare midriffs are prohibited.)

2. Shirts should have no derogatory writing, symbols or pictures. Shirts with beer, alcohol, drugs or tobacco slogans are not to be worn. This includes shirts with obscene pictures, drug emblems, violent photos or objectionable language.

3. No clothing with sports logos. For example: Raiders, Cowboys, Lakers, Dodgers

4. Clothing should not be over-sized. T-shirts should be no longer than hip length. Students who wear shirts longer than this will be required to tuck them in. Pants should not be baggy. Students will be required to wear a belt if their pants can not stay up at the waist.

5. Apparel or make up, which draws undue attention to the wearer, is not appropriate.

6. Closed shoes must be worn at all times.

7. All shirts must have sleeves: Tank tops, beach wear, low chest cut, halter tops, crop tops, tube tops, and off the shoulder tops are not permitted. Spaghetti strap, see-through clothing or bare midriffs are also not permitted.

8. Dresses or skirts should be no more than four (4) inches above the knee.

9. Shorts are permitted. However, cut-offs, short shorts, or short athletic shorts are not permitted. Shorts are to be no more than 4 inches above the knee. Shorts below the knee may not be worn. Shorts that stop between mid-calf and knees worn with long white socks are considered gang attire and may not be worn.

10. Pants with holes, hanging bib straps, cut or ragged cuffs, or pants with belt straps hanging are not appropriate school attire.

11. Hats and caps may not be worn to school unless they are of school colors and/or are required for sun block protection. Hats without logos only. No hats may be worn in the classroom.

12. No faded or torn blue jeans.

13. Articles of clothing, jewelry, accessories, and other personal items, shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, which bear drug, alcohol or tobacco advertising, which advocate racial, ethnic, religious prejudice or are affiliated with gangs.

14. Metal accessories and jewelry that present a hazard to the health and safety are prohibited. Exceptions to dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Cesar Chavez school has in place procedures and steps to follow in case of an emergency.

- Our school is currently a closed campus. Parents and visitors must sign at the front office to get a badge or sticker and access to our campus. We have hired additional campus supervisions so our students are highly monitored. The school principal, outreach consultant, social worker and his assistant are always monitoring recesses and lunch times in addition to the five campus supervisors. All students and staff members are provided a safe teaching and learning environment.
- Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gates or through the office (when arriving after the late bell). Students may enter and exit school from Marquita Street or Juanita Street.
- Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge.
- In the case of Kindergarten students, all parents drop off and pick up kindergarten students during Kindergarten schedule from the Kindergarten gated area supervised by a campus supervisor at all times when students are present and Kindergarten gate is open.

Procedure for Releasing Students from School:

1. Under no circumstance may a pre-kindergarten through 8th grade pupil be released to an adult who is not properly identified. School-based staff must also check the student's record to determine if the child's parent or legal guardian has approved or denied the individual access to the student.

2. Valid identification must include the photograph and signature of the individual picking up the student. A government-issued ID is preferred.

3. The release must take place in the school office and not in any other location in the school.

4. For all students released early, information must be recorded in the school office, in a log.

5. All emergency contact information must be up to date. Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

6. All medical and Dental Appointments

Dismissal of students for medical or dental appointments may be permitted. A note from a physician or a dentist should be submitted to the school office.

7. Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

8. The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

District programs and approved community resources are made available to parents and students. All students are safe and secure while at school and to and from school. School provides the educational environment where students, parents, staff, and community members are notified in a manner that is respectful. Extremely secured campus, highly monitored and track records are kept of individuals that visit our school.

Student Security-Closed Campus.

The Lead Custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders to the district office.

- Security measures are implemented by having a closed campus.
- Parents and visitors must sign at the front office to get a badge or sticker and access to our campus. We have hired additional campus supervisions so our students are highly monitored. The school principal, outreach consultant, social worker and his assistant are always monitoring recesses and lunch times in addition to the five campus supervisors. All students and staff members are provided a safe teaching and learning environment.
- All students are dropped off in the morning and enter through the main gates or through the office (when arriving after the late bell). Students may enter and exit school from Marquita Street or Juanita Street.

- Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge.
- All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age and produce a valid ID.
- Staff and administration are continuously supervising and monitoring school campus throughout the school day to ensure school safety.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Site Based Response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Continue implementing the techniques learned from CHAMPS	The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas. Chavez school teachers and students shall continue to implement CHAMPS in all grades throughout the school year. Administrators and school counselor will conduct CHAMPS for all teachers and students to receive training. New teachers will be offered the opportunity to be trained and all staff may attend training.	CHAMPS staff	Chavez Staff, Brasilia Perez. Principal, Naomi Cortez, Assistant Principal, Teresa Silvas, School Counselor, Yolanda Gonzalez, ORC	record of training
2) Cesar Chavez students, parents and staff will work together to ensure that strategies are in place to build a sense of community within the school that all feel pride in their school and feel that they are important members of a team.	At Cesar Chavez, the staff shall create, practice, and enforce a code of ethics that affirms universal human values, such as respect, honesty, and fairness.	Administration	Chavez Staff	records or training
3) At Cesar Chavez, learning and productivity is valued, success is expected of everyone, and class time is used efficiently.	At Chavez school, there are expected performance standards and students who fail to meet the standards are identified and notified of tutoring and other intervention programs available. In the upper grades a student goals and progress portfolio will be created for every student in order for the student to analyze and monitor their own data.	School's administration, teachers, and support staff	Brasilia Perez, Principal	review of suspension rates, grades at progress reports and Trimester

Objectives	Action Steps	Resources	Lead Person	Evaluation
4) Reduce the amount of office referrals for violent/bullying behavior and disseminate the Rules and Procedures for School Discipline	Chavez school will identify effective classroom bullying strategies and practices to better handle such behavior. Counselor and administrators will conduct anti-bullying assemblies and classroom visits routinely during the school year in order to communicate a non-violent, zero bullying school culture.	Lesson one, CHAMPS, Rti and PBIS behavior strategies	Chavez Staff, Administrators, School Counselor	review of office discipline referral rates, review of suspensions
5) Disseminate Safe School Plan to all stakeholders, including Hate Crime Reporting Procedures	Chavez school shall submit the approved site safety action plan to the Oxnard School District and Board for final review and approval.	School Safety committee	Brasiila Perez, Principal, Safety Committee, School Site Council	review of school safety plan
6) Cesar Chavez School will institutionalize resiliency strategies fostering assets that will have the greatest positive impact on the lives and success of the students.	Chavez school will develop external and internal assets to achieve support, boundaries, routines, high expectations, commitment to learning, positive values, social competencies, and positive identity.	Support staff, administration	Outreach consultant, social worker, school counselor, psychologist, instructional coach, and administration	record of training

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Site based response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Cesar Chavez shall have visible staff and parental presence.	Chavez administration will encourage staff members and parents to be visible when students are in route to and from school.	Principal, parents and support staff	Brasilia Perez, Principal	routine observations and record safety drills
2) Students attending Cesar Chavez school will have strategies in place on how to respond when they feel threatened, bullied, or in need of assistance.	Administration and school staff will provide strategies, resources, and support to all staff members to teach the safety strategies to all students.	Lesson One strategies, CHAMPS strategies, Oxnard School District Resources, RTI and PBIS Behavioral strategies	Brasilia Perez, Principal, Naomi Cortez, Assistant Principal, Teresa Silvas, School Counselor	record of training
3) Cesar Chavez School Safety Committee will survey the school site and immediate surroundings to identify student centered issues on a routine basis.	School's Safety Committee will conduct annual parent and staff surveys, safety school inspections and follow up with a report to parents and staff.	School safety surveys and reports	Safety/Disaster Committee, Oxnard Police department	safety drills, record of survey
4) Cesar Chavez School will continue working with parents, community members and Oxnard Police Department personnel to create a crime-free and safe community.	The school will establish a safety committee which shall include the Principal, a student representative, staff representative, a police offices, parents and other community representatives.	Community members, Oxnard Police department, Oxnard School District, neighbor schools	Brasilia Perez, Principal	record of training
5) Staff and students know how to respond in an emergency	Monthly safety drills Monthly campus safety and walks Inventory disaster materials Train staff annually on disaster prep	School Safety Committee	Brasilia Perez, Principal and Manuel Hernandez, Lead Custodian	safety drills, record of training

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site based response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Hold monthly disaster, emergency and lockdown drills, SRO is available on call for support	Chavez school will hold 10 fire drills, 2 lock downs, 3 drop and cover drills, and 1 evacuation drill during the school year. One fire drill will be conducted after school with the After School Program staff and students. Principal will review reports and procedures after each drill to all staff. SRO is available on call for support	log drills	Brasilia Perez, Principal, Officer Rodriguez, SRO	safety drills, record of training
2) Train Staff and Teachers on their responsibilities and stations during a disaster. Hold station drills once a year at minimum.	Chavez school shall confer and maintain a positive relationship with local law enforcement in the training, and implementation of the safety plan. SRO is available on call for support.	Oxnard Police Department, Oxnard School District	Safety/Disaster Committee	record of training
3) Conduct Quarterly safety walk-throughs with Lead Custodian and support staff.	Chavez school will conduct quarterly safety walk-throughs that will identify any need for changes, work orders, or safety trainings. This walk-through will allow the team to inventory safety materials.	School Safety Committee	Brasilia Perez, Principal, Safety Committee, Manuel Hernandez, Lead Custodian	record of observation, record of training, record of inventory

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Cesar E. Chavez K-8 School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. In order to ensure that students engage in safe behavior the school implements Lesson One and/or CHAMPS positive behavior support program. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Discipline is applied when the expectations are not adhered to.

SCHOOL WIDE RULES

- Be Safe
- Be Respectful
- Be Responsible

EAGLES

Encourage Others

Act Responsibly
Give your Best Effort
Listen to and Follow Directions
Expect Success
Share your Talents

GOALS

We want our students to develop a sense of values and to become:

Caring Honest
Responsible
Well mannered and courteous
Respectful
Knowledgeable of right and wrong
Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- Be regularly in school attendance and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.

- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Evaluation

School Administration and staff will review suspension rates, review office referral rates, record of training, etc.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

GROUNDS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

(a)(1) Causing serious physical injury to another person, except in self-defense.

(a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(4) Robbery or extortion.

(a)(5) Assault or battery upon any school employee.

(c)(1) Possessing, selling, or otherwise furnishing a firearm.

(c)(2) Brandishing a knife at another person.

(c)(3) Unlawfully selling a controlled substance.

(c)(4) Committing or attempting to commit a sexual assault.

(c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

- Consequences
- Positive Reinforcements
- Incentives are used to promote exemplary student conduct.
- School rules and procedures implementation responsibilities
- Evaluation and feedback methods. School Administration and staff will review suspension rates, review office referral rates, record of training, etc.
- Summary

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or

(2) Willfully used force or violence upon the person of another, except in self-defense.

b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.

c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.

d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..

- e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or

statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. September review plan with staff. Review plan with safety committee at each regularly scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Communicate review and report to all staff after every safety drill. The plan is reviewed in February of each year, approved by SSC, and updated on March 1st.

Safety Plan Appendices

Emergency Contact Numbers

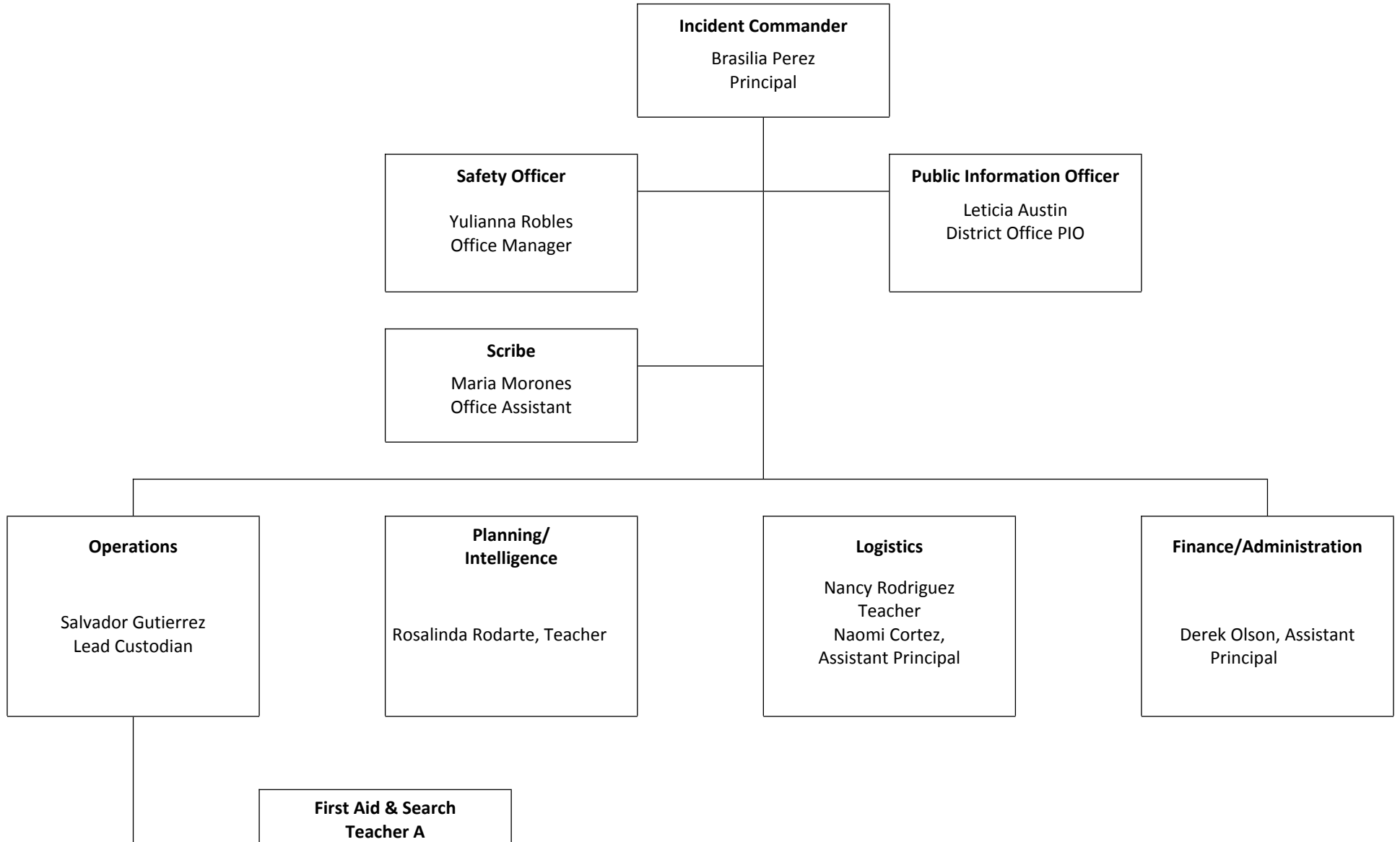
Utilities, Responders and Communication Resources

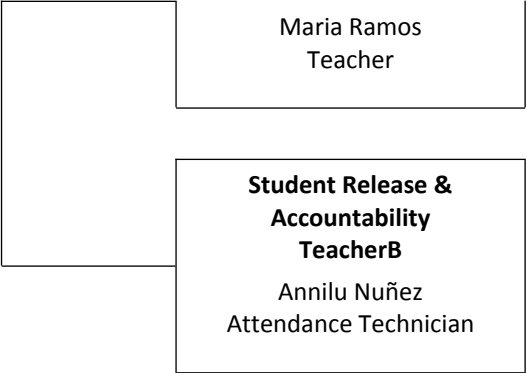
Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review plan with staff. Review plan with safety committee at each regularly scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	Regularly scheduled meetings with Leadership Team, September 1, 2017 at 9:30 AM;	Staff meetings/Safety Committee/Library
October/Review Plan	October 7, 2017 at 11:00 AM	Safety Committee/Room 107
November/Review Plan	November 16, 2017 at 10:00 AM	Safety Committee/Room 107
December/Review Plan	December 2, 2 017 at 10:30 AM	Safety Committee/Room 107
January/Review plan/School Site Council Approval	January 27, 2018 at 9:00 AM	Safety Committee/School Site Council/Library
February/Review Plan	February 15, 2018 at 9:45 AM	
March/Review plan	March 7, 2018 at 12:00 PM	Safety Committee/Room 107
April/Review Plan	April 25, 2018 at 10:30 AM	Safety Committee/Room 107
May/Review Plan; Final draft for the following school year	May 23, 2018 at 8:00 AM	Safety Committee/Room 107
June/Review Plan and School Site Council Last revision	June 4, 2018 at 10:00 AM	Safety Commttee/Room 213

Cesar E. Chavez K-8 School Incident Command System





Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

- 1) Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
- 2) Render first aid as necessary.
- 3) Take roll, complete Disaster Report, and report results to the incident commander.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present, near, or on campus. If possible, the campus custodian may assist in securing the animal from harm or harming others. The animal may be confined to a secured area until it is removed from the campus by animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

- 1) If you become aware of potentially hazardous release or accident, notify the office immediately. Render first aid as necessary.
- 2) If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
- 3) Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - All students and staff are to remain indoors.
 - Turn off all heating and ventilation systems.
 - All windows should be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

- 1) Notify the office immediately.
- 2) Render First Aid if necessary.
- 3) Until ordered to evacuate, assume that a "shelter-in-place" strategy will be employed and do the following:
 - Direct all students and staff to remain indoors until it is safe or directed otherwise.
 - Direct all heating and ventilation systems (HVAC) to be shut down.
 - Direct all windows to be closed.
- 1) If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.

Bomb Threat/ Threat Of violence

BOMB THREAT

- 1) The person receiving the threat should attempt to keep the caller on the phone, stall by saying "Sorry, I can't hear you", etc. Try not to cause concern on the part of your students. Pay close attention to the caller's words, voice, and any background noises. Ask the caller where the bomb is located, what it looks like, and when it going to explode.
- 2) Contact the office.
- 3) DO NOT use radios or cellular telephones.
- 4) If deemed necessary, incident commander will call for evacuation.
- 5) An organized search for the campus may be conducted under the direction of the principal or law enforcement agencies.
- 6) In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
- 7) Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area is not affected by the blast itself. The main concern is radioactive fallout.

- 1) Shut down all heating and ventilation system.
- 2) Keep students in classrooms with their backs to the interior walls.
- 3) Take roll, complete Disaster Report, and report all missing students to the Incident Commander.
- 4) All personnel are to remain indoors unless performing duties as assigned.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.

7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

- 1) Inform the office of the emergency situation.
- 2) Do not release students without authorization.
- 3) All students and staff are to remain in their respective classrooms and work areas.
- 4) Lock all doors and windows and close all window blinds or curtains. Avoid window areas.
- 5) When the emergency is over, all clear will be signaled.

Earthquake

A. INSIDE SCHOOL BUILDING:

- 1) The teacher, or staff member in authority, will implement action, "DUCKCOVER AND HOLD." Stay inside building until the shaking stops.
- 2) Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
- 3) Do not use telephones.
- 4) Implement action, "LEAVE BUILDING." Over intercom, when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Goto an open area away from trees, power poles, etc.
- 5) Avoid touching electrical wires and metal objects such as chain link fences.
- 6) Render first aid if necessary.
- 7) Take roll and submit Disaster Report to incident commander.
- 8) The principal/designee is to establish a command post, assess damage, activate search team and activates the incident command system.
- 9) Activate a buddy system: determine needs of neighboring classrooms. Listen for directions when to report to stations.
- 10) Principal to request assistance through school district channels.
- 11) Notify the District Emergency Operations Center of any breaks in utility lines.
- 12) The superintendent/designee will determine the feasibility of closing the school, based on the report of the principal.

B. IF OUTSIDE:

- 1) Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
- 2) The safest place is in the open. Stay there until the earthquake is over.
- 3) DO NOT RUN! Do "DROP -TAKE COVER."
- 4) Follow procedures 5 through 12 under "Inside School Building."

C. HANDICAPPED STUDENTS:

- 1) Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

- 1) DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
- 2) If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
- 3) When directed, evacuate.
- 4) If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
- 5) Render first aid as necessary.
- 6) Teachers are to take roll, complete Disaster Report, and report missing students to the office.
- 7) If possible to fight small fires without endangering life, do so.

Fire in Surrounding Area

- 1) Sound the school alarm and evacuate building.
- 2) Notify the office.
- 3) Assemble at the pre-designated area (refer to evacuation map).
- 4) Assist disabled during the evacuation.
- 5) Render first aid as necessary.
- 6) Check all bathrooms and ancillary rooms for staff and students.
- 7) If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so by using the fire extinguisher.
- 8) Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
- 9) Teachers should take roll, complete Disaster Report, and report of missing students to the incident commander. No one should leave the area until instructed to do so.
- 10) In the event of a fire near the school, the principal shall determine what action is appropriate.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.

4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

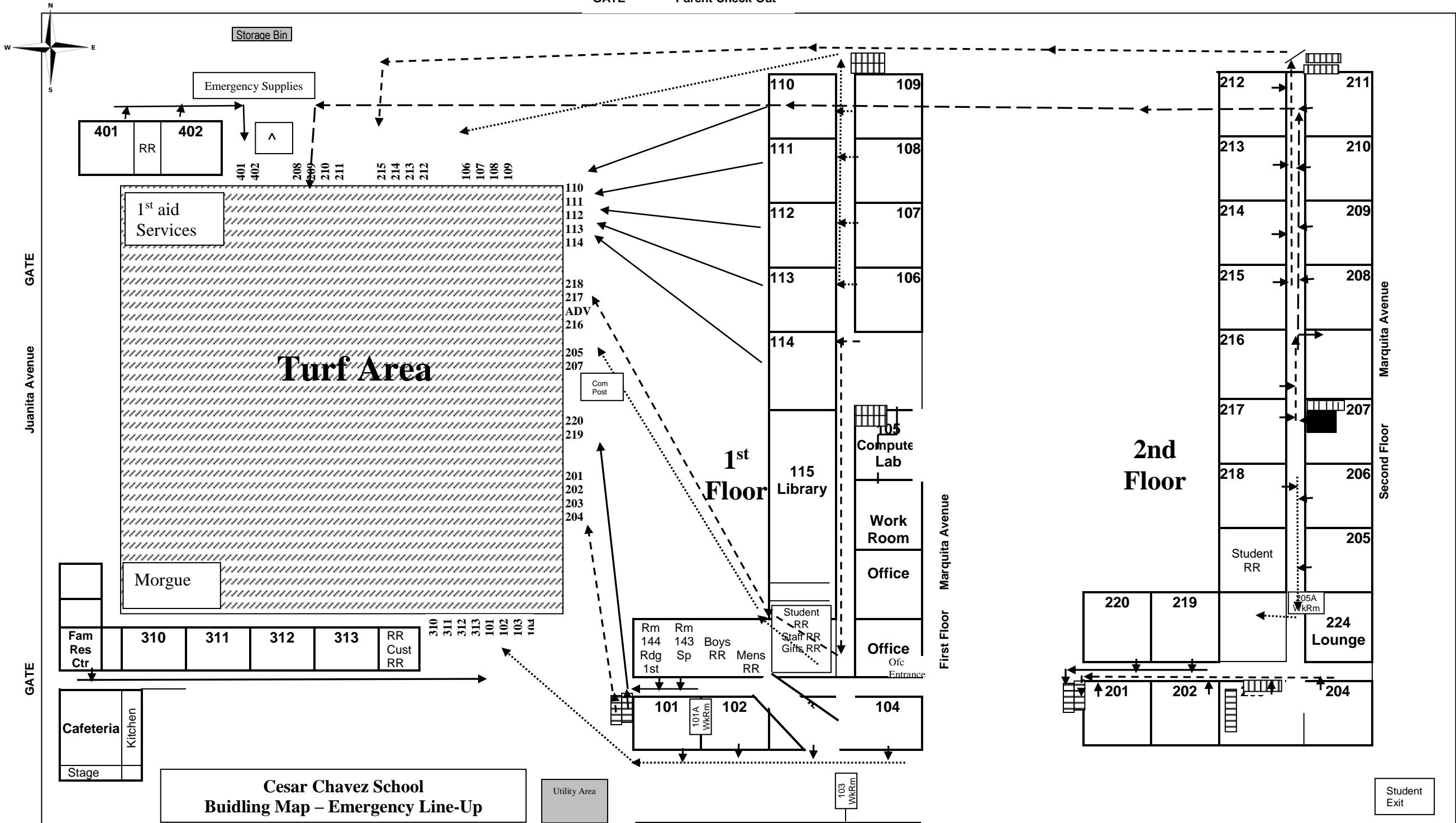
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.

2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map



Cesar Chavez School Building Map – Emergency Line-Up

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Curren School K-8
CDS Code: 56725386055263
District: Oxnard School District
Address: 1101 North F St.
 Oxnard, CA 93030-4003
Date of Adoption: January 2018

Approved by:











Name	Title	Signature	Date
Mrs. Christine McDaniels	Principal		2-2-18
Officer Kevin Thompson	School Resource Officer		2-2-18
Maritza Gutierrez	School Site Council Chairperson		2-2-18
Mireya Rosales	Office Manager		2-2-18
Christopher DeSantiago	Lead Custodian		2-2-18
Carlos Beltran	Safety Committee Lead		2-2-18
Gabriela Torres	School Counselor		2/2/18
Jessica Alcantar	Outreach Specialist		2/2/18
Susan Mares	Assistant Principal		2-2-18
Kristin Deas	Assistant Principal		2-2-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Curren School K-8's office.

Safety Plan Vision

At Curren School, we believe all students deserve a nurturing, safe, and secure learning environment. Students are to be safe, responsible, and respectful.

Components of the Comprehensive School Safety Plan (EC 32281)

Curren School K-8 Safety Committee

Curren School Safety Committee. The members are: Christine McDaniels (principal), Officer Kevin Thompson (School Resource Officer), Susan Mares (assistant principal), Mireya Rosales (Office Manager), Debora Aguilar (Parent), Carlos Beltran (Teacher), and Gabriela Torres (Counselor).

Assessment of School Safety

Office referrals are entered in Q and reviewed by admin and staff, and shared with parents and stakeholders at meetings.

Admin, ORC, and Attendance tech review site attendance rates and communicate to parents and stakeholders at meetings.

The Pupil Services Department shares monthly Suspension / Expulsion data with the site. The information is shared with staff and stakeholders at meetings.

Healthy kids Survey data is reviewed with staff.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year.

A report is submitted and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and principal conduct a monthly safety inspections. Any safety issues reported by staff to administration are handled by the lead custodian or through work orders to the District Office.

The SRO conducts a security inspection of the campus with the principal, and makes recommendations as necessary.

Emergency drills are conducted on a regular basis. SRO from OPD attends lockdown drills scheduled by school staff to ensure that procedures are followed properly providing feedback to Principal which will debrief with staff and do necessary changes.

Earthquake and fire drills are conducted on a monthly basis.

The SRO is present for whole school evacuation drill.

School administration and staff from the safety committee conduct an annual inventory of emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks. The Safety Committee reviews and discusses procedures and makes any necessary recommendations and changes.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)
CURREN SCHOOL DRESS POLICY

All students will be held to the Curren School Dress Policy. Clothing should not disrupt the natural flow of the classroom or school activities. Students who violate the dress policy will be requested to fix inappropriate clothing, change into loaners, or call home to have proper clothing items brought to school. Repetitive dress code violations will result in disciplinary action. In accordance with Oxnard School District Policy 8145 AP, the purpose of dress standards shall be to ensure a safe and secure environment in which to offer a quality education.

Curren students should dress in clothing, footwear and accessories that promote and maintain an academically-oriented school atmosphere.

Curren dress policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. Dress or appearance should not disrupt the education of others.

Clothes should be neat, clean, and be of good taste. Apparel which draws undue attention to the wearer is inappropriate and disrupts learning.

The following will be strictly adhered to:

DRESS CODE

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

The Curren School Dress Policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. One's dress and appearance should not disrupt the education of others. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire.

Curren School Dress DOES NOT ALLOW THE FOLLOWING:

1. Backless footwear, flip-flops, slippers or sandals.

2. Exposed undergarments.
3. Clothing or jewelry deemed provocative, disruptive, or hazardous to the health or safety of the wearer.
4. Baggy or torn pants and shorts.
5. Clothing, jewelry, and personal items with obscene or offensive drawings, and writing or pictures depicting alcohol, drugs, sex, racism, or violence.
6. Gang-related apparel of any kind.
7. Halter tops, crop tops, or spaghetti straps.
8. Shorts or skirts above the mid thigh.
9. Hats or head coverings with logos and/or writing. No hats or head coverings worn indoors (with the exception of those worn in religious observance).
10. Professional team attire (Cowboys, Dodgers, Lakers, etc.)

Exceptions to dress code can only be made for medical, health reasons, and/religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Curren School is a closed campus facility. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular hours. All visitors must check in and sign in at the front office to enter the school property-this includes after school hours.

Students enter school from one of two gates on F St. or G st. These gates are only open before school (7:30am-8:10am) and at dismissal (2:20-2:55). Dismissal for students in grades 1-5 is at 2:20PM Monday through Friday. Dismissal for students in grades 6-8 is at 2:28PM. For minimum days, dismissal for students in k-5 is at 11:55AM and 6-8 at 11:45AM. Campus supervisors and administrators leave the gates open at dismissal until 12:15PM for minimum days. The regular school day for kindergarten is from 8:10-1:27PM.

Campus supervisors and school administrators are located at all gates during arrival and dismissal for all grade levels. Parents are aware that there is no supervision before 7:30AM and after the gates close at the end of the day. School office hours are from 7:30AM to 4:00PM Monday through Friday. Students not participating in after school activities are to leave campus immediately. There are crossing guards at both F St and G St. School staff frequently communicates with the Oxnard Police Department regarding concerns with traffic, safety, and parking.

Upon arriving at school, students are to immediately come onto campus. Students are only allowed to enter and exit through the gates at arrival and dismissal times. The tardy bell for students in grades 6-8 is at 8AM. The tardy bell for students in K-5 is at 8:10AM. If the student arrives after the tardy bell, the student must check into the office prior to going to the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to the classroom. A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time without a valid excuse. Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge. All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age, and produce a valid ID. Students may leave campus, prior to dismissal; if parents, guardians, or persons designated parents/guardians (and are on the emergency card) pick up students from school. Persons picking up students during the day must present a valid ID, be 18 years of age, notes on the emergency contact information, and sign the student(s) out of the office.

When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence. Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member. The following are considered trancies:

1. being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

The safety committee meets to assess the needs of the school. They work collaborative with all stakeholders, parent concerns, and ideas are considered when making changes to improve student/campus safety. Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year and are asked to make updates as soon as possible when contact information changes. Parents/guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

Staff continuously monitors the safety of all students upon arrival and dismissal from school, including the bus stops, and throughout the school day, following established routines and procedures.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

Schoolwide Positive Behavior System

Opportunity for Improvement:

Implementation of Positive Behavior Support System schoolwide. The expectations for students and staff are reinforced on a daily basis.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop and implement a comprehensive Schoolwide Positive Behavior Support System that is founded in CHAMPS.	<ol style="list-style-type: none"> 1. Continue to develop and implement the CHAMPS program at Curren School. 2. Conduct school wide training on the plan. 3. Implement the behavior support plan. 4. Communicate specific behavioral expectations to students and create a progressive and fair discipline policy. 5. Reduce the amount of office referrals for violent/ bullying behaviors. 	CHAMPS books, handouts and posters, workshops facilitated by Ventura County Office of Education and Oxnard School District.	Principal Assistant Principal ORC School Counselor Leadership Team	Office Referrals Teacher / Staff reports
Train Playground Supervisors, Cafeteria staff, and After school Program staff in Schoolwide Positive Behavior Support System that is founded in CHAMPS.	<ol style="list-style-type: none"> 1. Hold monthly meetings/training for campus supervisors. 2. Invite classified staff to trainings 	CHAMPS books, handouts and posters.	Principal Assistant Principal ORC Counselor	Observations Meeting Agendas Office Referrals
Disseminate safe school plan to all stakeholders	Parent meetings to discuss safe school plan and schoolwide positive behavior. School rules and procedures are also documented in the school handbook. This is also published online at Curren School's website.	CHAMPS handouts and posters. Presentations will be done at general body PTA meetings and ELAC.	Principal Assistant Principal ORC	Agendas

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure the facility is in safe working order, note and report any problems or items that need to be fixed/changed. Receive Input from stakeholders during monthly meetings.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure the facility is in safe working order.	1) Conduct Monthly walk throughs for facility conditions. 2) Submit and monitor facility work orders	Safety Forms	Principal Lead Custodian	Walk through reports Work Orders
Communicate Safety Plans to the community	1) Disseminate safe school plan to all stakeholders via parent meetings	Safe School Plan Emergency Operations Plan	Principal	Agendas
Ensure a closed campus safe from intruders.	1)Threat assessment with OPD 2)Schedule monthly lock-down drills 3)Ensure gate locks are working and used.	SRO is available on call for support.	Principal Lead Custodian	Feedback from OPD

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ensure all staff and students are prepared in case of emergency. Conduct safety drills with debriefing opportunities.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Students know what to do in case of emergency such as fire, earthquake, or lockdown.	1)Monthly Drills	Disaster Drill Handouts, fully equipped emergency backpacks	Principal Assistant Principal	Teacher reports
Communicate Safety Plans to the community	1) Disseminate safe school plan to all stakeholders via parent meetings	CHAMPS handouts and posters.	Principal	Agendas
Ensure emergency operations plan is implemented	1. Hold monthly disaster and emergency and lockdown drills . 2. Train Staff and Teachers on their responsibilities and stations during a disaster. Hold station drills twice a year. Hold an active shooter training with all staff.	Emergency Operations Plan, SRO	Principal Assistant Principal Safety /Disaster Committee	OPD Feedback

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Curren School K-8 Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

All students at Curren School will conduct themselves in a manner that is Safe, Responsible, and Respectful.

We want our students to develop a sense of values and to become:

- Caring Honest
- Responsible Well mannered and courteous
- Respectful Knowledgeable of right and wrong
- Fair Positive in outlook
- Compassionate Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.

- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- Attend school on time, everyday.
- Come to school ready to learn.
- Know and follow school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.
- Communicate regularly with teachers and parents about school experiences, to receive the necessary support and assistance.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Be respectful to all school staff.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called and attend informational / monthly meetings.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-control and responsibility.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules: We Are Safe, We Are Responsible, We Are Respectful

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."

- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Consequences:

- Student may be counseled by their teacher, administrator, counselor, or staff member.
- Parents can be notified in writing, phone call, or other classroom communication system by the teacher or administrator.
- After counseling students can lose privileges and may receive detention for repeated infractions.
- Continued infractions may require a parent conference with the student's teacher and/or principal.
- Serious infractions may result in immediate suspension and/or recommendation for expulsion.

Positive Reinforcements:

- Incentives are used to promote positive and exemplary student conduct. Students can earn Cougar PAWS tickets when they are being safe, responsible, and respectful. Students collect and cash in Cougar PAWS tickets for prizes at the student store. Students also participate in a raffle to earn prizes.

Evaluation and Feedback:

- Referral forms are turned in to report incidents and student discipline. Administration / or staff complete and return referrals with notes indicating what actions were taken.
- Monthly PAWS meetings are conducted to review procedures, discuss focus areas, and review teacher feedback forms they have received in regards to student behavior and / or concerns.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

- (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco, or tobacco products.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- Disrupted school activities or otherwise willfully defied the valid authority
- Knowingly received stolen school property or private property.
- Possessed an imitation firearm.
- Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- Aided or abetted the infliction or attempted infliction of physical injury.

- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan and make any necessary changes and adjustments in order to ensure the safety of students and staff members. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the School Site Council, and updated on March 1st.

Safety Plan Appendices

Emergency Contact Numbers

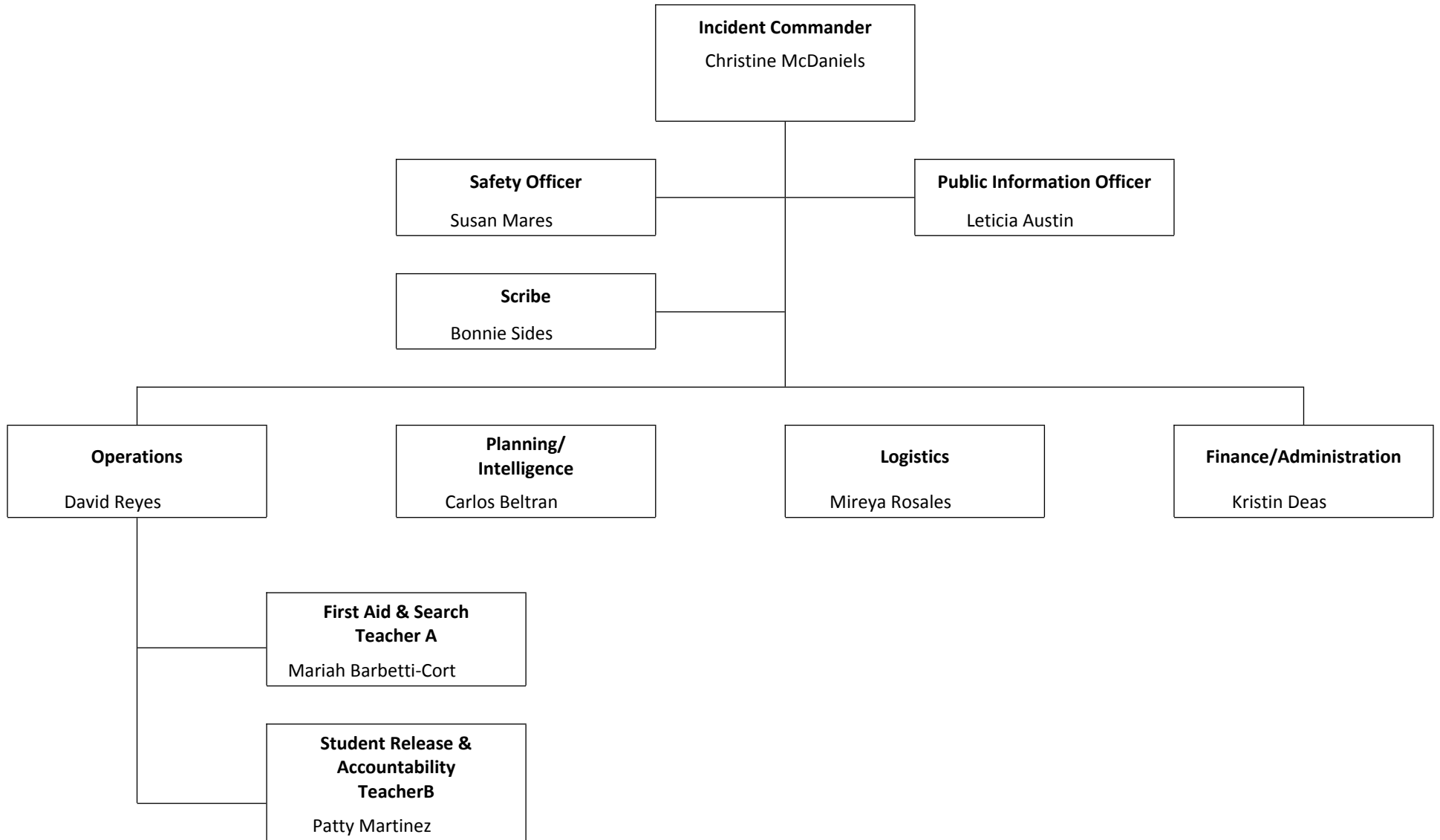
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review plan with staff .	February 2018	Teachers will be given information on procedures at a staff meetings: for campus visits, attendance, guests, and parent volunteers.
Review plan with School Site Council.	January 2017	Safety plan was reviewed 1-29-18.
Review plan with safety committee during scheduled meetings.	during the 2017-18 school year	Safety plan was further discussed in detail 1-29-18. Chairman of committee and school administrator would meet in the office.
Annual plan update to be completed.	February Each Year	

Curren School K-8 Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Lock down (Priority 1 or Priority 2) , Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

- 1) Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
- 2) Render first aid as necessary.
- 3) Take roll, complete Disaster Report, and report results to the incident commander.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures (The school doors are locked. Teachers lock their doors, turn off the lights, close blinds, stop instruction, maintain students out of sight away from windows, and maintain students quiet.
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

- 1) If you become aware of potentially hazardous release or accident, notify the office immediately. Render first aid as necessary.
- 2) If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
- 3) Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - All students and staff are to remain indoors.
 - Turn off all heating and ventilation systems.
 - All windows should be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

- 1) Notify the office immediately.
- 2) Render First Aid if necessary.
- 3) Until ordered to evacuate, assume that a "shelter-in-place" strategy will be employed and do the following:
 - Direct all students and staff to remain indoors until it is safe or directed otherwise.
 - Direct all heating and ventilation systems (HVAC) to be shut down.
 - Direct all windows to be closed.
- 1) If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.

Bomb Threat/ Threat Of violence

BOMB THREAT

- 1) The person receiving the threat should attempt to keep the caller on the phone, stall by saying "Sorry, I can't hear you", etc. Try not to cause concern on the part of your students. Pay close attention to the caller's words, voice, and any background noises. Ask the caller where the bomb is located, what it looks like, and when it going to explode.
- 2) Contact the office.
- 3) DO NOT use radios or cellular telephones.
- 4) If deemed necessary, incident commander will call for evacuation.
- 5) An organized search for the campus may be conducted under the direction of the principal or law enforcement agencies.

- 6) In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
- 7) Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area is not affected by the blast itself. The main concern is radioactive fallout.

- 1) Shut down all heating and ventilation system.
- 2) Keep students in classrooms with their backs to the interior walls.
- 3) Take roll, complete Disaster Report, and report all missing students to the Incident Commander.
- 4) All personnel are to remain indoors unless performing duties as assigned.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.

4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

- 1) Inform the office of the emergency situation.
- 2) Do not release students without authorization.
- 3) All students and staff are to remain in their respective classrooms and work areas.
- 4) Lock all doors and windows and close all window blinds or curtains. Avoid window areas.
- 5) When the emergency is over, all clear will be signaled.

Earthquake

A. INSIDE SCHOOL BUILDING:

- 1) The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
- 2) Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
- 3) Do not use telephones.
- 4) Implement action, "LEAVE BUILDING." Over intercom, when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
- 5) Avoid touching electrical wires and metal objects such as chain link fences.
- 6) Render first aid if necessary.
- 7) Take roll and submit Disaster Report to incident commander.
- 8) The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
- 9) Activate a buddy system; determine needs of neighboring classrooms. Listen for directions when to report to stations.
- 10) Principal to request assistance through school district channels.
- 11) Notify the District Emergency Operations Center of any breaks in utility lines.
- 12) The superintendent/designee will determine the feasibility of closing the school, based on the report of the principal.

B. IF OUTSIDE:

- 1) Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
- 2) The safest place is in the open. Stay there until the earthquake is over.
- 3) DO NOT RUN! Do "DROP –TAKE COVER."
- 4) Follow procedures 5 through 12 under "Inside School Building."

C. HANDICAPPED STUDENTS:

- 1) Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

- 1) DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
- 2) If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
- 3) When directed, evacuate.
- 4) If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
- 5) Render first aid as necessary.
- 6) Teachers are to take roll, complete Disaster Report, and report missing students to the office.
- 7) If possible to fight small fires without endangering life, do so.

Fire in Surrounding Area

- 1) Sound the school alarm and evacuate building.
- 2) Notify the office.
- 3) Assemble at the pre-designated area (refer to evacuation map).
- 4) Assist disabled during the evacuation.
- 5) Render first aid as necessary.
- 6) Check all bathrooms and ancillary rooms for staff and students.
- 7) If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so by using the fire extinguisher.
- 8) Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
- 9) Teachers should take roll, complete Disaster Report, and report of missing students to the incident commander. No one should leave the area until instructed to do so.
- 10) In the event of a fire near the school, the principal shall determine what action is appropriate.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe

- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

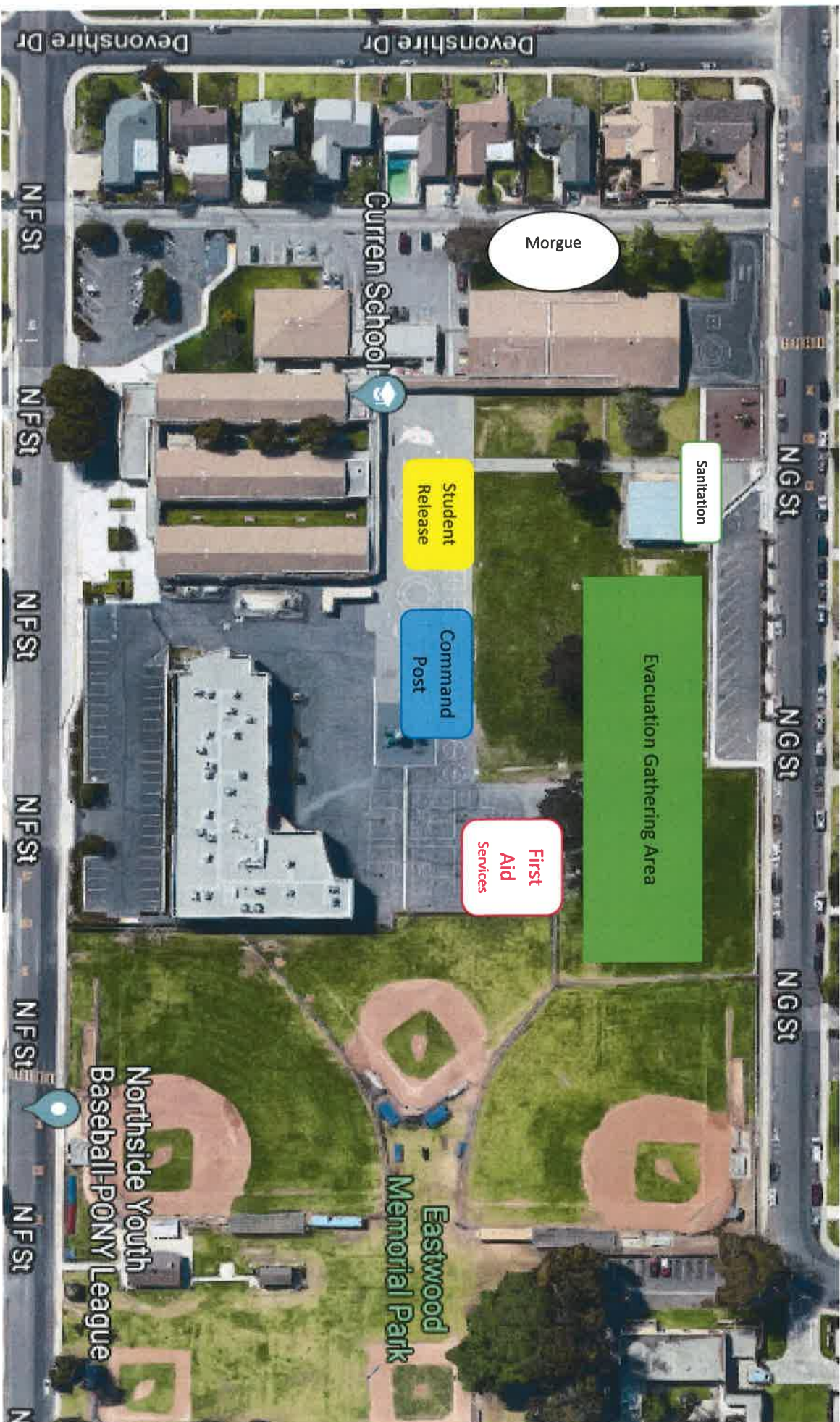
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

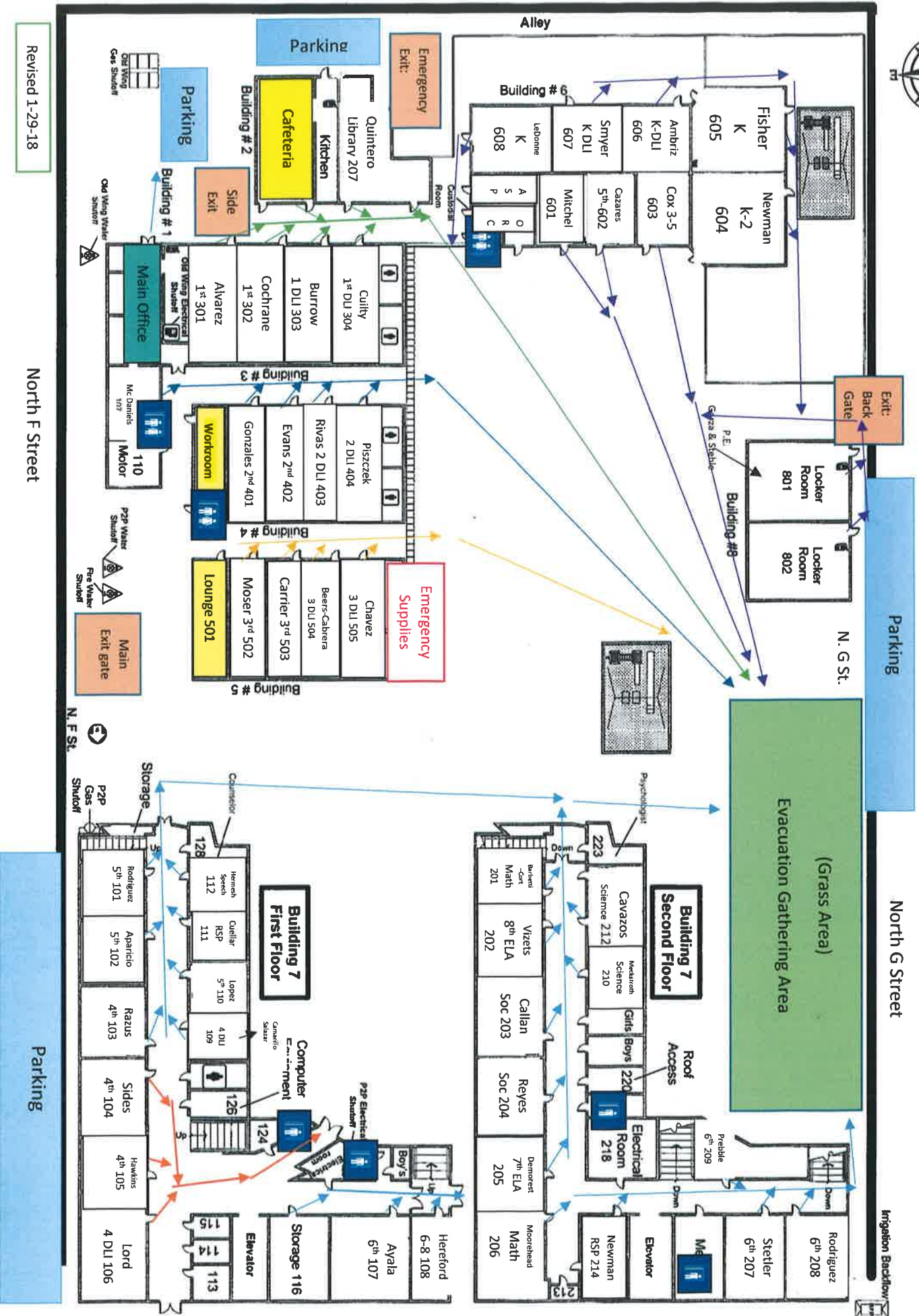
Curren School EOP Map with Designated Areas





Curren School Evacuation Map

1101 North F Street
Oxnard, CA 93030



Revised 1-29-18

North F Street

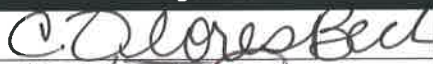



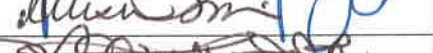


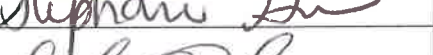
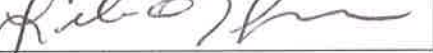


Parking

Comprehensive School Safety Plan SB 187 Compliance Document

**2017-2018
School Year**

School: James Drifill Elementary School
CDS Code: 56725386055271
District: Oxnard School District
Address: 910 South E Street
 Oxnard, California 93030
Date of Adoption: February 26, 2018

Approved by:

Name	Title	Signature	Date
Carol A. Flores Beck	Principal		1/22/18
Gilbert Elizarraraz	Assistant Principal		1/22/18
Sarah Lepe	Assistant Principal		1.22.18
Monica Arias-Melgoza	Classified Representative		1/22/18
Allison Wilder	Kinder Representative		1.22.18
Luz Patino-Lopez	Primary Representative		1.22.18
Esperanza Solis	After School Representative		2-6-18
Stephanie Gankas	Upper Grade Representative		1/22/18
Liliana Medrano	Middle School Representative		1/22/18
Angelica Ortiz	Special Education Representative		1/22/18
Taylor Lumas	Academic Coach		1.22.18



Name	Title	Signature	Date
John Mora	Oxnard Police Department		1-31-18
Esmeralda Guzman	School Site Council Representative		1.22.18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at James Driffill Elementary School's office.

Safety Plan Vision

At Driffill Elementary School, we believe all students deserve an education that incorporates a comprehensive curriculum, requiring critical thinking and the use of educational technology, where a safe environment, safety and climate are regularly addressed and reviewed. We believe students should be actively involved in a respectful, caring, safe and cohesive educational community.

Components of the Comprehensive School Safety Plan (EC 32281)

James Driffill Elementary School Safety Committee

Carol Flores Beck, Principal
Sarah Lepe, Assistant Principal
Gilbert Elizarraraz, Assistant Principal
Taylor Lumas, Literacy Coach
Allison Wilder, Kinder Representative
Luz Patiño, Primary Representative
Esperanza Solis, After School Representative
Stephanie Gankas, Upper Grade Representative
Liliana Medrano, Middle School Representative
Angelica Ortiz, Special Education Representative
Monica Arias-Melgoza, Classified Representative
Officer John Mora, Oxnard Police Department
Esmeralda Guzman, School Site Council Representative

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department with the principal conducted a security inspection of the campus and made recommendations which were addressed by school personnel. A major consideration was to close the campus to all adults before school in the morning. This recommendation was reviewed and approved by School Site Council. In addition recommendations are provided by the following: ELAC, Leadership, PTA and Driffill staff. This policy will be reviewed annually.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

The Safety Committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes. This process includes reviewing office referrals, attendance rates, suspension and expulsion rates, California Healthy Kids Survey, local law enforcement juvenile crime data and property damage.

Any safety issues related to our facilities are reported by staff to administration and are handled by the Lead Custodian or through work orders to the district office.

The Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws and parking regulations.

The monthly safety checks also provide information about any necessary changes. In addition, the Lead Custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders to the district office.

Minor changes (such as repairs) are made immediately. Major changes which may need input from more stakeholders go through a process of involving the school's Leadership Team, staff, and any relevant parent groups. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school utilizes CHAMPS and provides new teachers the opportunity to be trained. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. A progressive system of discipline is applied when the expectations are not adhered to as part of Positive Behavior Intervention.

Security has been increased by adding additional playground supervisors. Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in, and obtaining a visitor's badge. All visitors who are signing out students are required to show a valid I.D. and be listed as an approved adult for checkout.

Driffill conducts an annual inventory of emergency equipment and replaces supplies as needed, including emergency buckets and emergency classroom backpacks. Our Emergency Operation Plan and School Safety Plans are reviewed annually.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070
Spanish: KTRO 1520

FM Radio Stations:
Ventura: KHAY 100.7
Los Angeles: KBIG 104.3
Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the

information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

"Gang-related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus. There must be at least five inches between the bottom of a student's shorts and the top of their socks. Clothing should not be of an extreme size, should not sag, and must fit the student appropriately. Gang affiliation with sports teams and colors is also inappropriate for school. (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school or shall be required to prepare himself for the schoolroom before entering.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. All students at Driffill will be held to the school dress code policy. Students who violate the dress code policy can call parents or guardians to resolve the issue.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board of education policies.

1. Shoes must be worn at all times. Sandals must have heel straps. Flip Flops or backless shoes are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice or professional sports teams.
3. Hats, caps, and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts should not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Students may not wear clothing or hairstyles that will be disruptive to the educational process.
8. Exception to dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stake holders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

SCHOOL HOURS

The regular student day is from 8:10 a.m. to 2:38 pm. Kindergarten hours are from 8:15 - 1:32, Grades 1-5 8:15-2:25 and Grades 6-8 8:10 - 2:38. Parents dropping students off at school are made aware that supervision IS NOT available before 7:40 am. School office hours are 7:30 a.m. to 4:00 p.m. Starting this school year, Driffill K-8 is now a closed campus and parents are not allowed on the campus at the beginning of the school day and have special directions for dismissal. Every Sunday the principal, through Connect Ed., sends a phone message to all parents updating them with the weekly calendar and any changes for ingress and egress throughout the week.

Once arriving at school, students are to immediately come onto the campus and move to their line-up area. Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.

All gates are locked after the bell and are not opened again until dismissal. Pre-School and Kindergarten entrances and exits have specific times due to construction. These gates may change based on on-going construction.

All parents who have school business must enter through the main office located on 9th and E Streets. Parents are required to check in and out while on campus during school hours. Parents are discouraged from going directly to classrooms. Parents with strollers cannot go up the staircases and must have special permission to use the elevator. Parents signing their students out for the day must be an adult, 18 years or older, show a valid picture I.D. and be on the emergency card. Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes. Parents are also responsible to provide the school with legal/custodial paperwork regarding a student. The legal document are attached to the student's emergency card and will be followed accordingly.

Students not participating in after school activities are to leave campus immediately by leaving with parents, walking or riding a bus. Loitering is prohibited. Students whose parents fail to pick them up after school are walked to the office and parents are called. Parents are then requested to sign students out.

Due to construction families are encouraged to listen to all Connect Ed. messages. These messages may have updated information in regards to gates and parking that are available.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate:

At Driffill School we have high expectations for all students, parents, and staff. Classrooms, playground, and all school activities follow positive behavior standards and rules with appropriate social expectations. Driffill School implements and supports a Positive Behavior Intervention System (PBIS).

Element:

School-Wide Positive Behavior Support:

We review all school rules with students and parents during class time, discipline assemblies, review of CHAMPS, at parent meetings, and at Back to School Night. An advisory period has been added to the Middle School curriculum to review PBIS expectations.

Safety drills are conducted on a regular basis. These drills are reviewed with our School Resource Officer (SRO) and in collaboration with teachers and administration to ensure an effective ongoing safety plan. The SRO/OPD is available when called upon.

Opportunity for Improvement:

Site bases Response (see examples below):

We meet regularly to review and document the safety events and provide appropriate training.

Information is provided to parents, students, and staff.

Anti-Bullying campaign established this school year with October focusing on strategies and awareness of bullying issues and interventions. An ongoing t-shirt campaign to remind and support students with hate crime type scenarios. Students are being taught about cyber-bullying and digital citizenship.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Train Staff and implement CHAMPS	Assemblies Daily Implementation Team Leads	Teachers CHAMPS Handouts Posters CHAMPS Trainings	Principal, Assistant Principals and Staff	Classroom Walk-Thru weekly meeting feedback Referrals made to the office data
2) Support Staff With Classroom Progressive Discipline	Provide Classroom Progressive Discipline	Progressive Discipline List/Chart	Principal, Assistant Principal, and counselor	Feedback from Staff Feedback from Parents
3) Increase attendance and decrease student tardies	Revise Attendance incentive Program	Current Incentive Program ORC School Funding	ORC	Staff Feedback Student and Parent Feedback

Component:

School's Safe Physical Environment:

Driffill School is currently under modernization and expects to continue with construction of the kindergarten building, cafeteria/MPR, additional classrooms, and playground until completion.

Element:

Safe School Environment:

Additional playground supervision continues to monitor parking lots, additional student population, locker and bathrooms, and non-traditional entrance/exit gates.

Provided on-going construction updates to students, parents and staff through general meetings and Connect Ed.

Initiate closed campus with the 2016-2017 school year

Opportunity for Improvement:

Site Based Response (see examples below):

Provide regular updates through meetings, power point presentations and pictures via Twitter, Facebook, Instagram, and our school webpage.

Open completed portions of the project in a timely manner.

Continue to receive, relate and address community concerns.

Provide updated information via social media.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Update all safety and evacuation plans to include all grades PreK - 8	Create new plans, evacuation maps, and instruct staff and students on new information	New Evacuation Plan and Maps	Principal, Assistant Principals, Teachers, and Support Staff	Plan and handouts
2) Provide up to date information via social media in regards to school safety and other school activities.	Social Media updates	Social Media	Principal, Assistant Principals, and Teachers	News online
3) Provide ongoing construction updates to parents and teachers	Regularly at scheduled meetings	Agendas and minutes	Principal and Assistant Principals	Agendas and minutes
4) Keeping the changing environment safe	Updated information notes and Connect Ed messages to staff and parents	Connect Ed	Principal, Assistant Principals, District Personnel, and Staff	Notes and Connect Ed messages
5) Schedule regular safety drills	Select a monthly date. Provide staff with the safety drill handouts.	School calendar. Meet with SRO and handouts	Principal, Assistant Principals and Staff	Submit district safety and summary forms
6) Review ongoing safety procedures	Assemblies, classroom lessons and parent meetings	School calendar, SRO, safety plan and handouts	Safety Committee	Yearly Safe School Plan update
7) Work with School Resource Officer (SRO)	Driffill meetings	Oxnard Police Department	Principal, Assistant Principals, SRO and staff	Regular visits, safety drill documents
8) Provide opportunities for staff to receive an Epipen training	Train staff with Epipen training	District nurse training	Principal, Assistant Principals, School Office Manager	Certificate of completion

Component:

Disaster Preparedness:

At Driffill School we have developed a complete Disaster Preparedness Plan. We have reviewed it with our staff and at different parent meetings: ELAC, Café Con Padres and School Site Council. Our goal is to make sure that students and staff are safe at all times and that there is a plan in place when any unfortunate situation may occur.

Element:

School Safety:

We have developed our plan as a team and have reviewed all the components. Safety materials and bags have been purchased and upgraded as we have become a TK-8 school. All key players know their position and roles in case of a disaster/emergency.

Opportunity for Improvement:

Site based response (see examples below):

Provide regular updates and review at meetings.

Continue to receive, relate, and address all community concerns.

Train all personnel as needed.

Purchase materials as needed to replenish supplies after use.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Write and update our plan yearly.	Meet yearly to update the school safety plan.	Place item on all parent meeting agendas. Meet with leadership and safety committee.	Principal, Assistant Principals, and staff	Submit Safety Plan for Board Approval.
2) Review with all stakeholders - students, parents, and staff.	Establish meetings and timelines with the different stakeholders to review and get input for the updated plan.	Place item on all stakeholders agendas.	Principal and Assistant Principals	All agendas are online for review.
3) Train new staff and provide for the need to update certifications.	Enroll staff in training that is needed.	Enroll Staff as needed for different trainings and certificate programs.	Principal, Assistant Principals, and staff	List of those who are trained and certified.
4) Work with the District to get on-going and new directives to link the District to the Site Plans.	Attend all meetings as scheduled.	Review all notes and emails from the District.	District Office, HR, Principal, Assistant Principals, and staff	Completed Safety Plan aligned to the District's plan.
5) All staff to be FEMA certified.	All staff to take online test.	Refer staff to HR for online log-ins and passwords.	Principal and Assistant Principals	Submit certifications to HR.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

James Driffill Elementary School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents, other school staff, and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

We want our students to develop a sense of values and to become:

Caring Honest

Responsible Well mannered and courteous
Respectful Knowledgeable of right and wrong
Fair Positive in outlook
Compassionate Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards, and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and college/ready contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- Attend school regularly and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition, and sleep).
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conferences.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without “body contact.”
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns, and Consequences:

Student conduct, which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior, or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others’ right to learn.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- a) (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- k) Disrupted school activities or otherwise willfully defied the valid authority of school personnel.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in the act of bullying including but not limited to bullying by means of an electronic act.
- t) Aided or abetted in the attempted or infliction of physical injury to another. Expel only when connected to (a).

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915 (a) (1))

- (A) Causing serious physical injury to another person, except in self-defense.
- (B) Possession of a knife, or other dangerous object, of no reasonable use to the pupil.
- (C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (D) Robbery or extortion.
- (E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

- (1) Possessing, selling, or otherwise furnishing a firearm.
- (2) Brandishing a knife at another person.
- (3) Unlawfully selling a controlled substance.
- (4) Committing or attempting to commit a sexual assault or battery.
- (5) Possession of an explosive.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, going to, or coming from a school-sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance.
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school-sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, students may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or by telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct.

SCHOOL RULES AND PROCEDURES IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.

- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

EVALUATION AND FEEDBACK METHODS

Summary

The staff, School Site Council, and the principal will review the school rules and discipline program. These groups will consider the impact of the school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.”

Students may be disciplined for the following reasons:

- (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - Committed or attempted to commit robbery or extortion.
 - Caused or attempted to cause damage to school property or private property.
 - Stole or attempted to steal school property or private property.
 - Possessed or used tobacco, or tobacco products.
 - Committed an obscene act or engaged in habitual profanity or vulgarity.
 - Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - Disrupted school activities or otherwise willfully defied the valid authority
 - Knowingly received stolen school property or private property.
 - Possessed an imitation firearm.
 - Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil’s presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (1) Causing serious physical injury to another person, except in self-defense.
- (2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (4) Robbery or extortion.

- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee’s concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

Oxnard School District Board Policy 5145.9- Hate-Motivated Behavior

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

At Drifill School, the Leadership Team, ELAC, Café Con Padres, Staff, School Site Council, and School Safety Committee meet throughout the school year to review and update the School Safety Plan. Data is revised on a monthly basis to modify the needs of the school to implement in the Safety Plan.

Safety Plan Appendices

Emergency Contact Numbers

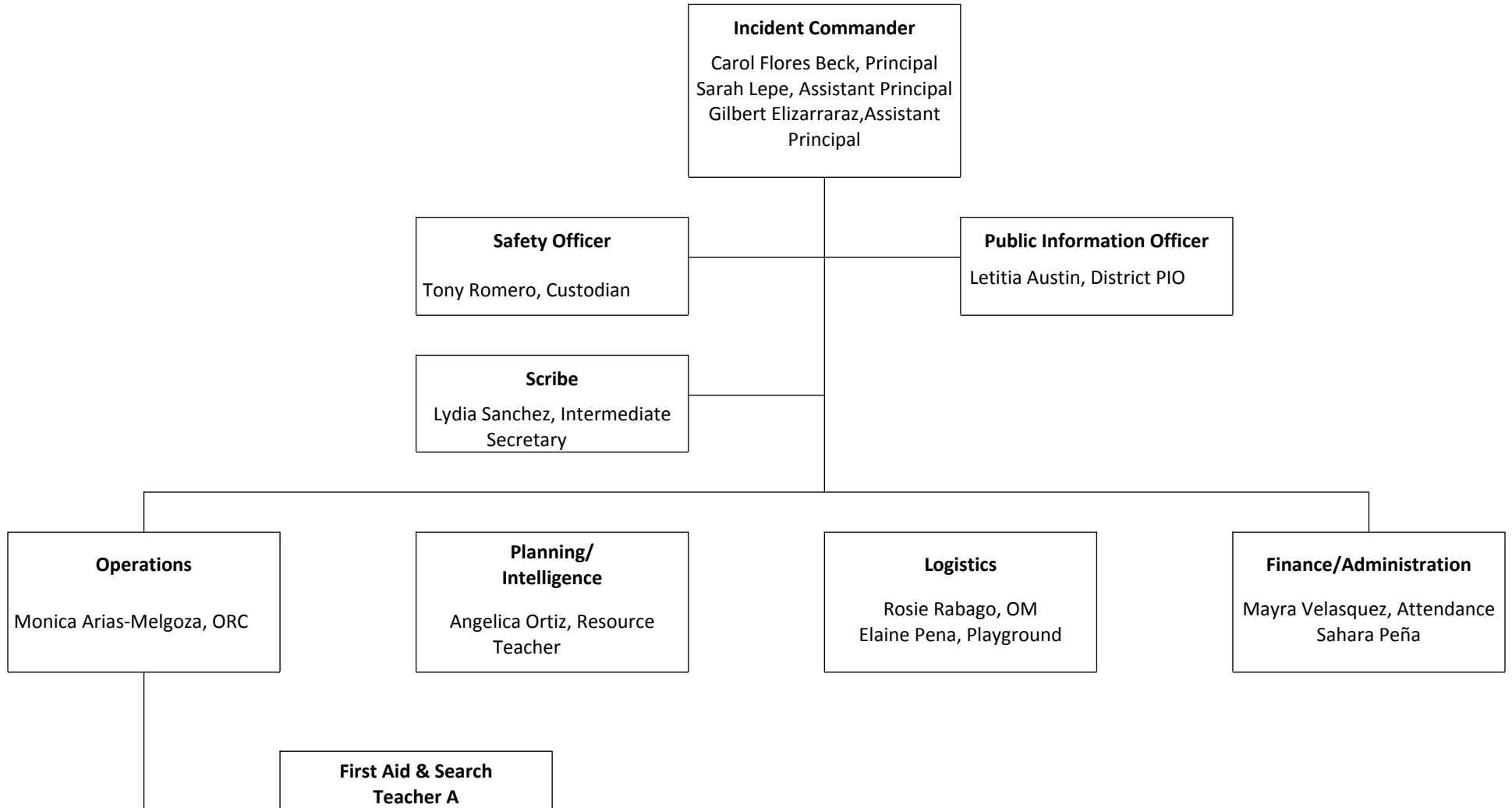
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Oxnard Police Department	911 from a land line;1-805-486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Oxnard Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	1-805-654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1-800-427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. John's Hospital	1-805-988-2500	
Local Hospitals	Ventura County Medical Center	1-805-652-6000	
Local Hospitals	Community Memorial Hospital	1-805-652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
August- review plan with staff. Review plan with safety committee at each regularly scheduled meeting. January- review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	August 24, 2017 at 2:30	
Present information to parents at ELAC for input and approval	January 12, 2018 at 8:30	Agendas to be attached
Present information to parents at Café Con Padres for input.	February 6, 2018 at 5:30	Agendas to be attached
Present information to parents at School Site Council for input and approval	February 26, 2018 at 2:40	Agendas to be attached
Present information to staff at regular Tuesday meeting for input and approval	January 30, 2018 at 2:40	Agendas to be attached

James Driffill Elementary School Incident Command System



Phil Bullard
Michelle Styring
Taylor Lumas
Francesca Magana
Tony Reyes
Katie Tunin
Steven Williams

**Student Release &
Accountability
TeacherB**

Gilbert Elizarraraz
Alejandro Barron
Mayra Velasquez
Elaine Herrera
Jose Carranza
Roberta Tapia
Christine Hernandez
Laura Cornish/ Annabelle
Cadang
Kinder Teachers not on duty

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management, Planning and Intelligence, Operations, Logistics and Finance and Administration.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District/site will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present, near, and/or on campus. If possible, the campus custodian may assist in securing the animal from becoming harmed or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - a) Direct all students and staff to remain indoors.
 - b) Direct all heating and ventilation systems to be shut down.
 - c) Direct that all windows be closed.

XVI. PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM) call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.
5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 7. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 8. Direct all heating and ventilation systems (HVAC) to be shut down.
 9. Direct all windows to be closed.
10. Establish Command Post and implement the Incident Command System
11. As word of the incident spreads, be prepared to release students to parents or guardians.

12. Release students ONLY to a person listed on the emergency card.
13. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
14. Contact the Fire Department for possible Hazardous Materials Team deployment.
15. The decision to evacuate the site will be made by the Superintendent or his designee based on the recommendations of the principal and/or by competent civil authority.
16. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
17. Should the event occur at the start of the school day, notify the following of the emergency:
 - a) District Office
 - b) Facilities and Transportation
 - 1) To alert bus drivers / crossing guards
 - 2) Check safety of students at any affected bus stops and popular walking route to/from school.
 - c) Police department
18. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROPs and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
4. Chemical involved, including how much and when the drift occurred.
5. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
6. Mitigating actions (showering, bagging of clothing, etc.).
7. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

The district and/or the principal shall notify all parents of the school by taking the following actions:

1. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
2. Place copies of the notice in the front office.
3. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application, i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application.
4. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
5. All windows and doors are to be closed and locked.
6. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
7. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
8. Outdoor drinking fountains are to be covered with plastic.
9. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.

For example, area of "standing water" should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.

5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

IX. BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/Principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the Principal and the law enforcement agencies/Principal give the all clear to return back to school/classes.

Nuclear Attack

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the "all clear" release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.

2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will notify the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501
3. Inform teachers and staff of the emergency situation. If necessary, signal a “Lockdown”.
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: driver's license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, “DUCK , COVER AND HOLD.” Stay inside building until the shaking stops.
2. Try to avoid glass, falling objects, areas where there are large panels of glass, and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, “LEAVE BUILDING” (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.

8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. **DO NOT RUN!** Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees, issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. STUDENTS WITH DISABILITIES:

1. Students with disabilities may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each disabled student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.

8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The Principal will recommend to the Superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the Principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The Principal will recommend to the Superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the Principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The Principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation and initiate aid as needed.
3. Notify the District Office.
4. Establish a command post as needed.
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.

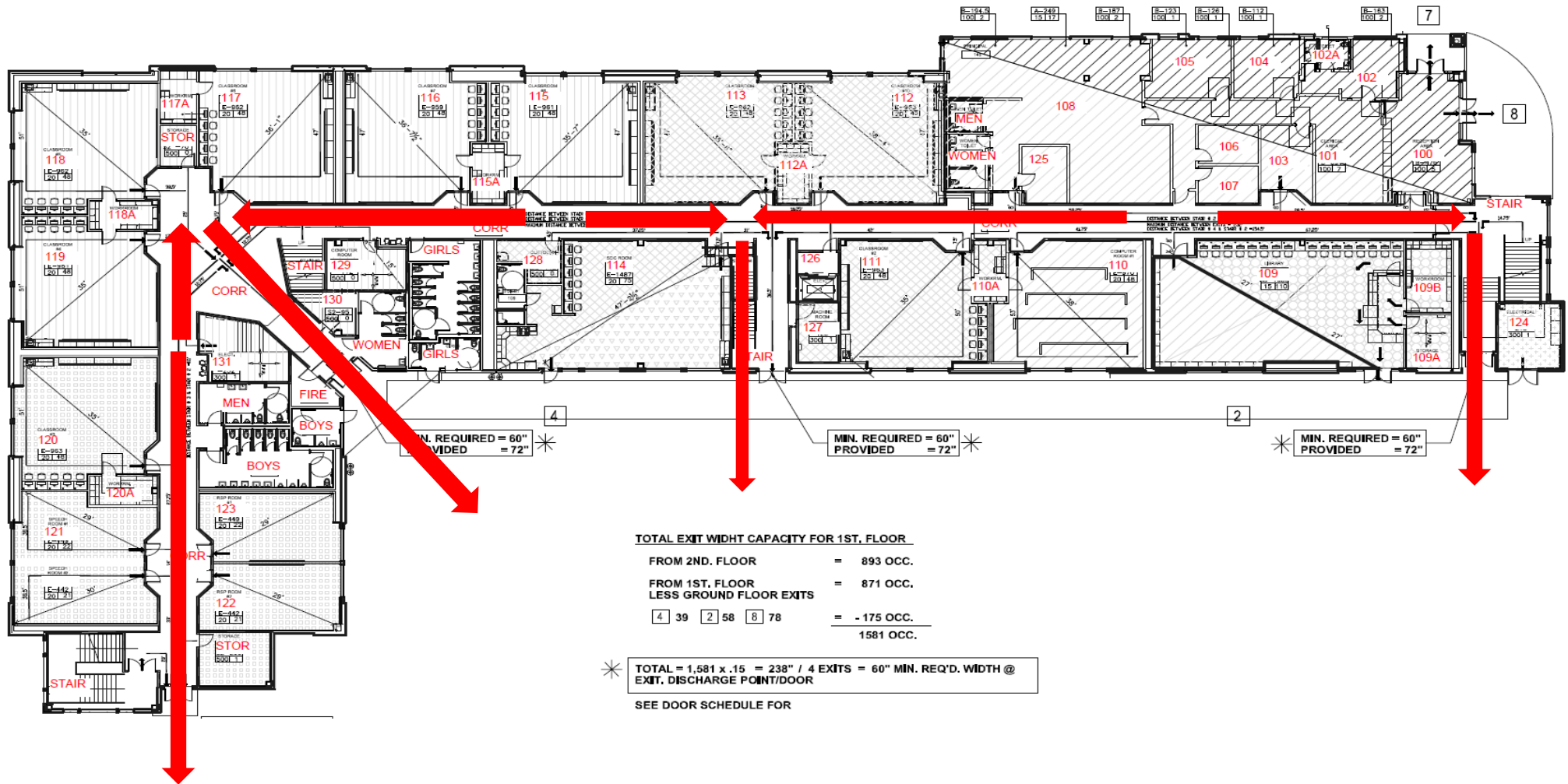
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

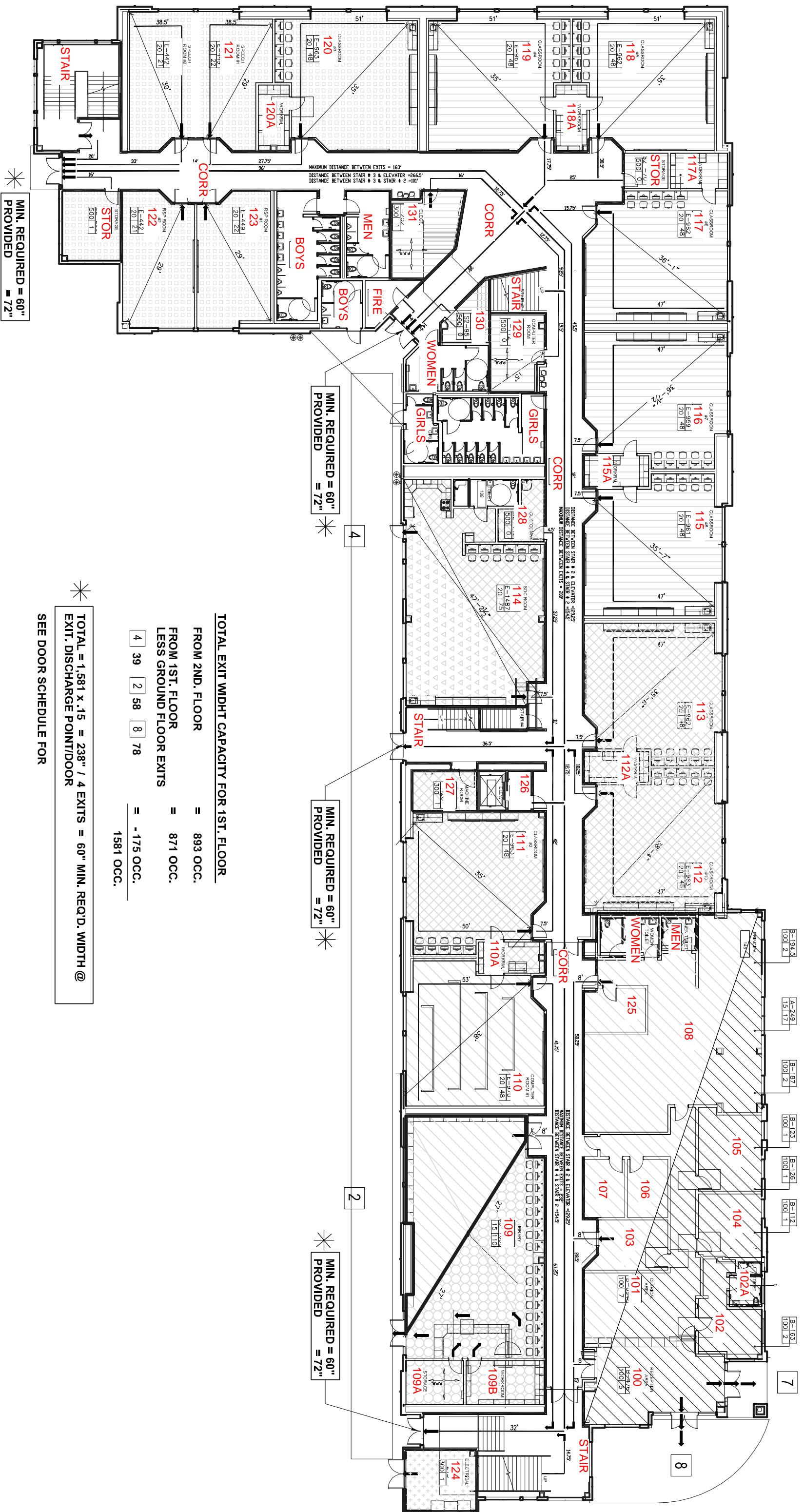
DRIFFILL 1st FLOOR EMERGENCY EVACUATION PLAN



TOTAL EXIT WIDTH CAPACITY FOR 1ST. FLOOR.

FROM 2ND. FLOOR	=	893 OCC.
FROM 1ST. FLOOR	=	871 OCC.
LESS GROUND FLOOR EXITS		
4 39 2 58 8 78	=	- 175 OCC.
		1581 OCC.

* TOTAL = 1,581 x .15 = 238" / 4 EXITS = 60" MIN. REQ'D. WIDTH @ EXIT, DISCHARGE POINT/DOOR
SEE DOOR SCHEDULE FOR



MIN. REQUIRED = 60"
PROVIDED = 72"

MIN. REQUIRED = 60"
PROVIDED = 72"

MIN. REQUIRED = 60"
PROVIDED = 72"

MIN. REQUIRED = 60"
PROVIDED = 72"

TOTAL EXIT WIDTH CAPACITY FOR 1ST. FLOOR

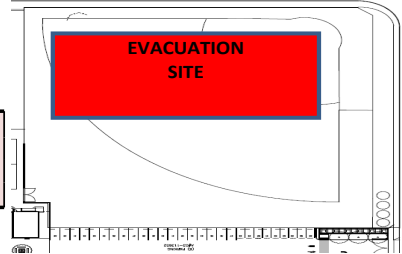
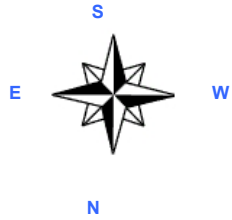
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TOTAL		1581 OCC.

TOTAL = 1,581 x .15 = 238" / 4 EXITS = 60" MIN. REQ'D. WIDTH @
EXIT. DISCHARGE POINT/DOOR
SEE DOOR SCHEDULE FOR

DRIFILL SCHOOL

WOOLEY SREET

2017-2018



Motor Room 1210	GIRLS LOCKER ROOM 1209	BOYS Locker Room 1208	PE Classroom Tunin/Williams 1207
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NFL 1501	McMillan 1 TBE 1502	Cobian 1 TBE 1503	Gutierrez Kinder 1504
-------------	---------------------------	-------------------------	-----------------------------

Desales 2 601	Patiño 2 TBE 602	Aguilera 2 TBE 603	Gonzales 2 604	custodian 605	608 607 606
---------------------	------------------------	--------------------------	----------------------	------------------	-------------------

Pre K 1401	TK SEI Jimenez 1402	Valerio 1301
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Espinoza K SEI 702	Perris K SEI 702	Lopez 1 SEI 703	Alcantar 1 SEI 704	705	706	707
--------------------------	------------------------	-----------------------	--------------------------	-----	-----	-----

K-DUAL Wilder 901	K-DUAL Duran 902
-------------------------	------------------------

Wilder Moncayo

Under Construction until 2015				STORAGE
KINDER 801	KINDER 802	KINDER 803	KINDER 804	

214
213
209

**Counselor in the cafeteria office
** Jason in the stage office

Cafeteria - 201

Lasley 216	LaRaia 215	Gankus 214	Magana, F. 213
Stor.219 Heaton 217	Carey 218	Boy's RR	DATA 221
2nd Floor		Girl's RR	Reyes 212
		Woman's RR	Styring 211
		Men's RR	Prentice 210
Segovia 224	Nosan-SDC 5-7208	Orozco 7 209	
	Perez 7 206	C.Medrano8-207	
	L.Medrano 8 204	Jeworski-ELA 205	
	Federman 7 202	puttumukkalla 7 Sc 203	
	Monroy 8 200	Gonzales 8th 201	

Ortiz 121	Torres 120	Velasquez 119	Solis 118
Stor.133 Carranza 122	Cornish 123		Cordone 117
		Girl's RR	Soto 116
		Custodian 128	Zegers 115
		Napoles SDC 4-6 114	Tupou 113
		Moncayo 111	Escobar SDC K-2 112
		Ontiveros 110	Teacher Workroom and Administrative Offices
		Library 109	

"E" STREET

NINTH STREET

2017-2018 Projected Classroom Needs

TK/Kinder - 4 or 5
First - 5
Second - 5

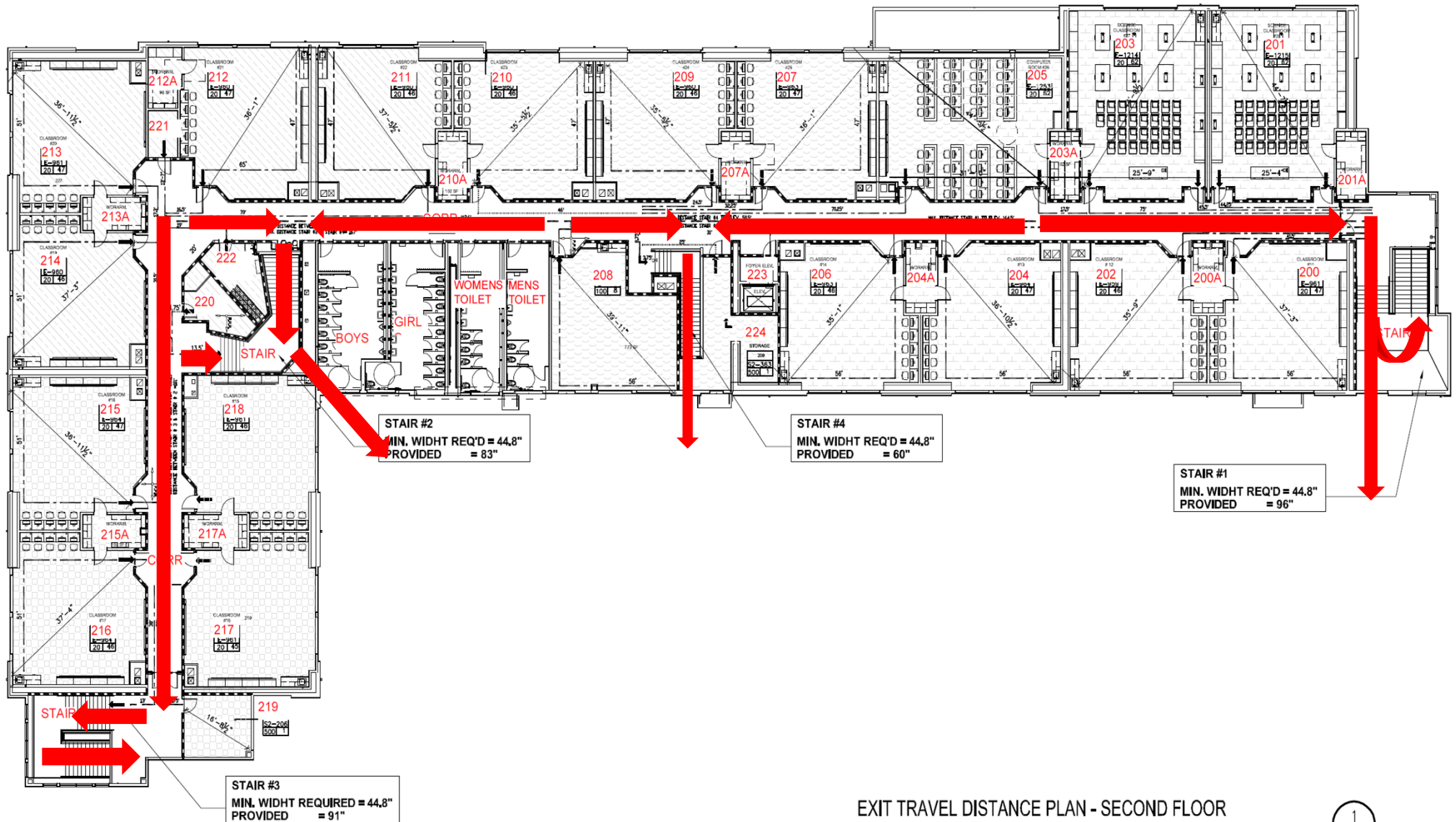
Third - 4
Fourth - 5
Fifth - 4
Sixth - 4

SDC - 3
Seventh/Eighth - 9
Special Ed Support Staff - 4 1/2
ISP/ Kinder Support

Drifill

2nd Floor

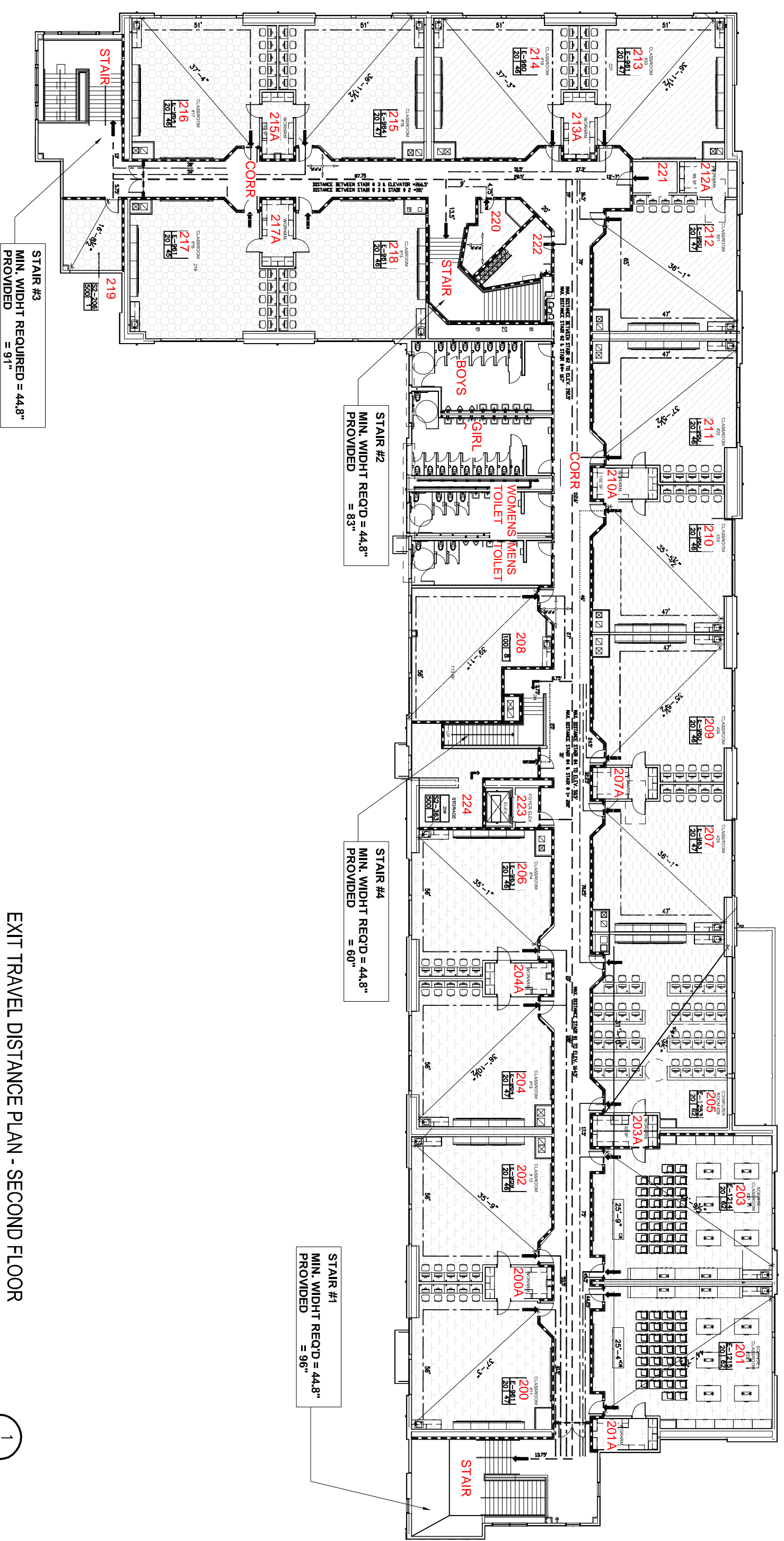
EMERGENCY EVACUATION PLAN



EXIT TRAVEL DISTANCE PLAN - SECOND FLOOR

SCALE: N.T.S





STAIR #3
MIN. WIDTH REQUIRED = 44.8"
PROVIDED = 91"

STAIR #2
MIN. WIDTH REQ'D = 44.8"
PROVIDED = 83"

STAIR #4
MIN. WIDTH REQ'D = 44.8"
PROVIDED = 60"

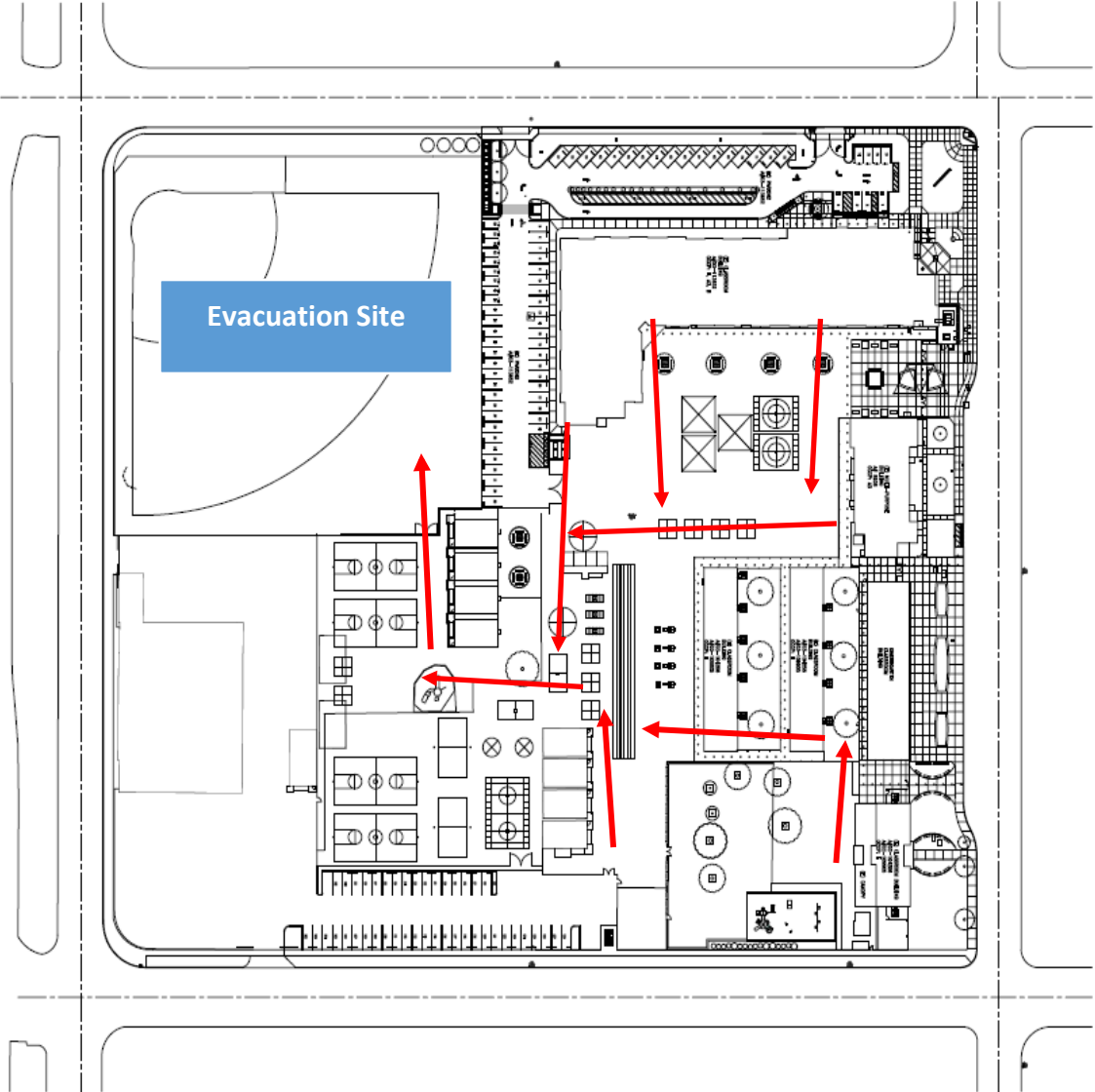
STAIR #1
MIN. WIDTH REQ'D = 44.8"
PROVIDED = 96"

EXIT TRAVEL DISTANCE PLAN - SECOND FLOOR

SCALE: N.T.S

SITE PLAN

0:\Projects\1011-1050-000\10110110\Drawings\SitePlan.dwg - Plan 101 - 10111 - 10111.dwg - 10111.dwg - 10111.dwg



DRIFFILL

E Street

Wooley Road

Wooley Road

Styring

Prentice

Magana

Reyes

Goultumukkala
(Segovia)

Perez

Federman

Monroy

Medrano, L

Jerowski

Orozco
(Ms. Medina)

Medrano, C

Gonzalez
(Ms. Medina)

1

PE
Williams/Tunin
Bullard

FIRST AID



Command Post
Center

LaRaia, Lasley, Carey
& Gankas

1 Davidovics/Napoles

6 Heaton, Solis, Torres,
& Velasquez

7 Tupou/Ortiz

15 Ontiveros, Moncayo,
Soto, Zegers

9 Desales, Patino,
Cardone, Aguilera, &
Gonzalez

13/14 Alcantar, Mc Millan,
Lopez, Gutierrez,
Cobian

Hernandez

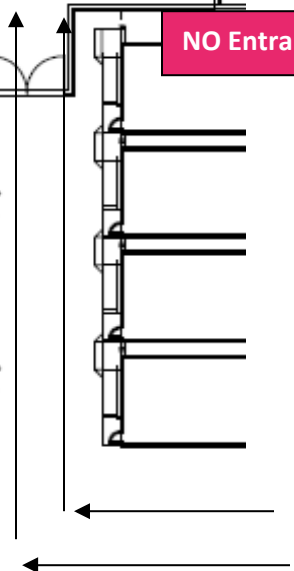
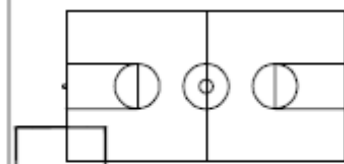
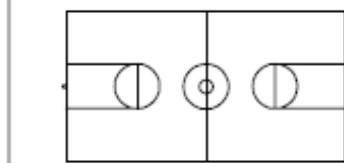
Wilder, Duran,
Espinoza, Perris,
Jimenez, & Valerio



NO Entrance

EMERGENCY
SUPPLIES

MORGUE



9th STREET

Front of Driffill School

Cafeteria

Front of School

1st Stairway

200
201
202
203
204
205
206
207
209
210
211
212
213
208

Classes using 1st Stairway/ Hallway:

**Valdez
Federman
Gonzalez
Gottumukkala
Jeworski**

Classes using 2nd Stairway/Hallway:

**Davidovics
Orozco
E. Perez
L. Medrano
C. Medrano**

**Ontiveros
Duran
Carey
Alcantar**

Tolle (has own Exit)

2nd Stairway

P2P Building

110
111
112
113

Classes using 3rd Stairway/ Hallway:

**F. Magaña
Reyes
Styring
Prentice**

Classes using 4th Stairway/ Hallway:

**Lasley
Heaton
LaRaia
Gankus
Styring**

3rd Stairway

114
115
116
117
118
119
120
121
214
215
216
217
218

**Zegers
Soto
Cardone**

**Solis
Velasquez
Torres**

4th St

WOOLEY STREET

- 1) Exit the building using your designated stairway/ hallway with your Emergency bag.
- 2) After you exit the building, line up on your dsignated number and take a head count of your students.
- 3) Procede to your designated area on the field and line up with your class. (see attached)
- 4) take roll call and note any missing students andturn in Disaster Status Report .

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Elm Street Elementary School
CDS Code: 56725386055289
District: Oxnard School District
Address: 450 E. Elm Street
 Oxnard, CA 93033
Date of Adoption: February 2018

Approved by:

Name	Title	Signature	Date
Leticia Ramos	Principal		2/5/18
John Mora	School Resource Officer		2-5-18
Rozie Wysong	School Site Council Chair		2/5/18
Maritza Gutierrez	Outreach Specialist		2/5/18
Veronica Garcia	Counselor		2/5/2018
Heather Rose	Teacher		2/5/18
Nena Lucero	Teacher		2/5/18
Melissa Yeto	Teacher		2/5/18
Veronica Hernandez	Office Manager		2/5/18
Ruben Tirado	Lead Custodian		2-5-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Elm Street Elementary School 's office.

Safety Plan Vision

Elm Street School Mission - To insure that all students receive a high quality education from fully qualified teachers who use scientifically based researched practices when teaching because Every Learner Matters.

Elm Street School Vision - To establish and maintain a safe, professional learning community where educators use data to drive instruction, collaborate towards common goals, and work with parents, students, and community members toward becoming lifelong learners.

Staff members at Elm Street School commit to the following:

- Educate with intensity, a positive attitude, and enthusiasm with respect for students, parents, each other, and self
- Set data informed goals with high expectations for all
- Communicate and collaborate as a member of a team, being open to new ideas and reflecting on our practices
- Ensure all students have access to the curriculum
- Ensure that all students achieve grade level standards
- Maintain a safe and environmentally responsible campus

We also realize that in order to provide students with a successful and safe learning environment, we must implement a comprehensive safe school plan. This plan focuses on implementing a safe school curriculum with an emphasis on good moral character development, social skills, and camaraderie/good-fellowship. We are actively continuing the implementation of our comprehensive school-wide discipline system, CHAMPS, for the 2016-2017 school year.

It is the goal of all staff at Elm Street School to provide a nurturing, safe, and secure learning environment for all students, staff, families, and community.

Components of the Comprehensive School Safety Plan (EC 32281)

Elm Street Elementary School Safety Committee

Leticia Ramos, Principal,
John Mora, School Resource Officer
Rozie Wysong, SSC Chair
Veronica Garcia, Counselor
Maritza Gutierrez, Outreach Specialist
Melissa Yeto, Teacher
Heather Rose, Teacher
Nena Lucero, Teacher
Veronica Hernandez, Office Manager
Ruben Tirado, Lead Custodian

Assessment of School Safety

School Resource Officer from the Oxnard Police Department regularly attends lockdown drills scheduled by school staff in order to ensure that procedures are followed properly. He provides feedback to the administration, who in turn, debriefs with the staff and necessary changes are made. He also makes sure there is a police presence during our whole school evacuation drill. The School Resource Officer presented at a staff meeting regarding proper procedures during lockdowns.

The Safety Resource Officer conducted a security inspection with the Principal.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and the principal conduct a monthly safety inspection and submit reports to the District Office.

Any safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through work orders to the district office.

Office Referrals can be forwarded to site PBIS Committee for review and assessment. The administrator, along with the Outreach Coordinator, review site attendance rates. The Pupil Services Department shares monthly Suspension/Expulsion data with the site. This information is shared with staff and PBIS Committee.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

The following strategies were discussed to address the needs of the School Safety Assessment:

- Drills

The Lead Custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders to the district office.

Additionally, the SRO from OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly, providing feedback to Principal which then debriefs with staff and does necessary changes. Furthermore, monthly fire drills, quarterly earthquake drills, and annual lockdown drills are conducted.

- Traffic/ Safety Enforcement and Communication:

Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns. The principal communicates with the community via meetings, letters, and connect-ed phone messaging system regarding reminders for safety and traffic regulations. The site safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

- Repairs

Minor repairs are made immediately through the lead custodian or work orders placed through the District Office. Major changes may need to go through a process involving input from stakeholders which include the school's leadership team, safety committee, staff, and parent groups.

- Behavioral Expectations/Discipline and Consequences:

In order to ensure that students engage in safe behavior the school implements CHAMPS positive behavior support program. We are in full implementation of the CHAMPS Behavior Management System for the 2016-2017 school year here at Elm Street School. We are confident that this system will continue to provide school-wide behavioral expectations, as well as discipline and consequences for all students in grades K through 5th. We have developed school-wide rules for the cafeteria, office, restrooms, hallways, library, computer lab, and assemblies. CHAMPS also has a classroom component that allows teachers the flexibility to use the spirit of CHAMPS in their classrooms, while customizing the specific rules of each teacher/class. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Consequences are applied when the expectations are not adhered to.

- Emergency Supplies:

We conduct an annual inventory of emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks. The Emergency Operations Plan is updated annually and we have first aid supplies and a search and rescue plan in place.

- Information/Awareness

Through the district, staff are trained in the Emergency Operations Plan. The safety committee meets regularly to review all safety and security procedures and makes any necessary recommendations and changes.

- Internal Security Procedures/Student Security-Closed Campus:

We have dedicated many hours of preparation and training to developing a response to emergency situations. We have worked with our School Safety Officer (SRO) and the local police department to review and practice current lockdown procedures. We have decided that practicing these lockdown procedures at minimum of two times a year will prepare students and staff for this emergency situation. We also discuss fire drills and continue to implement evacuation route/gathering area where the entire student body can be monitored at the same time. It was also decided that monthly drills will keep us aware of any situations that may arise. As a staff we have also reviewed procedures for earthquakes and other natural disasters that may or may not require evacuation. We have also reviewed procedures for sign-in and identification of both district and non-district personnel sighted on campus before, during, and after school. They are asked what their needs are and given a visitor's pass so they may access the area of campus they need. Elm School is a closed campus. All individuals, parents, guests, and visitors are to sign-in at the school office upon arrival on site. All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age and produce a valid ID.

- Ingress/Egress Routes:

Security measures are implemented by having a closed campus. It was decided by staff that designated ingress and egress routes continue and a closed campus also continue to be implemented. The school site opens Gisler gate from 7:30-8:00 a.m. to allow students access at the beginning of the school day; ingress. The front office will also be available at this time to allow parents access to campus after they have signed in and received a visitor's badge. Buses will drop off students at the Fir gate during this time. The same access points will be available during egress, from 2:10-2:25 pm. At Elm, we have seven campus supervisors assigned to supervising and monitoring students before school, during recesses, lunches, and after school for the safety of all students.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.

- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process."

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(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang-Related apparel is defined as apparel that reasonably can be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus (Education Code 35294.1).

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Elm Street School Dress Policy:

All students at Elm Street School will be held to Elm Street School's dress code policy. Students who violate the dress policy will be requested to fix inappropriate clothing, call home to have proper clothing items brought to school, or change into loaners. Parents can be called at home or work to bring appropriate clothing to school and have student change, to adhere to the school's dress code policy. The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

The following will be strictly adhered to:

1. Students may not wear clothing or hairstyles that will be disruptive to the educational process.
2. Close toed shoes must be worn at all times. No sandals or thongs allowed for safety. Parents will be notified of exceptions ie. special school events such as promotion event.
3. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bare drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.
4. Hats, caps, and other head coverings shall not be worn indoors.
5. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
6. Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.
7. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet. Parents will be notified of exceptions ie. special school events.
8. Shirts should be tucked in and the seat of pants cannot sag. Oversized clothing is inappropriate and must not create a safety hazard during physical activity.
9. Metal accessories and jewelry that present a hazard to health and safety are prohibited.

Exceptions to the dress code can only be made for medical, health reasons, and/or religious beliefs of which require a medical and/or parental note.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Elm School is a closed campus. All gates which provide access to the classrooms and other rooms, except the school office, remain locked during regular school hours. Staff continuously monitors the safety of students upon arrival, dismissal, at the bus stops, and throughout the day following established routines and procedures. All visitors to the campus must check in at the office, sign in, and obtain a visitor's badge.

Safe Ingress - All students will arrive at school before the first bell (7:55 a.m.) and dropped off at Gisler gate or the Fir gate bus drop area if students receive bus transportation. In the event that a student arrives tardy to school, the students must enter through the school office, check in with office personnel, and obtain an excused/unexcused tardy slip before going to their assigned classroom. A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse. When a student is absent, the Parent/Guardian needs to notify the school through a written note or phone call to the school office within 72 hours of the absence. Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member. Truancies include being absent from school without the knowledge and consent of the parent/guardian/school or leaving the school grounds during the day and/or staying out of class without permission.

Elm School is a closed campus thus all visitors must sign in at the school office and receive a visitor's pass before entering school campus. If any school personnel notices an unidentified person on campus without proper identification or visitor's pass, they must report it immediately to the school office. Parents dropping off students at school should be aware that there is no supervision available before 7:30 a.m. The school office hours are from 7:30 a.m. to 4:00 p.m.

Safe Egress- All students will be dismissed at Gisler gate by teachers at designated dismissal time, with teacher/staff supervision. Students receiving bus transportation are picked up at the Fir gate school bus area with staff supervision. Parents/Guardians are required to stop at office to sign-out their child if leaving early. Adults signing students out must be on the emergency card and be 18 years of age. Students are not to loiter outside campus gates. In case of emergencies, all staff will follow the appropriate evacuation procedures as listed in the Safe School Handbook. Teachers must be aware of all students that take school transportation and follow the schedule.

There is an Oxnard Police Department crossing guard at Elm St. and Gisler Ave. to ensure the safety of students walking to and from school.

In order to ensure the safety and well-being of students, Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes. Additionally, Parents/Guardians are responsible to provide the school with legal and/or custodial documents regarding a student. The legal documents will be filed with the student's Emergency Card, and will be followed accordingly.

The School Site Safety Committee continuously assesses the needs of the school in regards to the safe ingress and egress of students, staff, and parents, and makes recommendations to make any changes to improve campus safety.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

In order to provide students with a successful learning environment, we must implement a safe school plan with an emphasis on good moral character development, social skills, and good-fellowship. As of January 2017 all staff has been trained in CHAMPS for full implementation of CHAMPS at Elm School. We will work together to implement a consistent positive behavior support program that is reinforced on a daily basis.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Continue the implementation of techniques learned from CHAMPS to provide a safe and positive school environment.	Elm School staff and students will continue implementation of CHAMPS throughout the school year.	<ul style="list-style-type: none"> • CHAMPS behavior system • Posters to support CHAMPS • CHAMPS professional development for staff • Behavior Assemblies for students 	Principal Counselor ORC Instructional Coach Teachers Psychologist Speech Therapist	<ul style="list-style-type: none"> • Review of discipline referrals • Classroom visits and observation of student behavior • Meetings with safety committee • Staff Meetings and Feedback
2) Reduce the amount of office referrals for violent, bullying, verbal, and physical behavior.	Elm School will identify and share effective classroom bullying strategies and practices to more effectively handle such behavior. Develop an anti-bullying campaign.	Anti-Bullying Campaign Anti-Bullying T-Shirts CHAMPS	Counselor ORC Principal Teachers	<ul style="list-style-type: none"> • Review of discipline referrals • Meetings with safety committee • Staff meetings • Anti-Bullying Assemblies
3) Staff, in partnership with the district, school counselor, and ORC, will develop resiliency strategies to use with students in order to make a positive impact in the lives of students.	Strategies in regards to learning positive values, social competencies, and positive self-identity will be developed and implemented by staff.	Positive Behavior Support through CHAMPS and Cultural Proficiency ORC Counselor Local Agencies (New Dawn, VCBH)	Principal Counselor ORC Psychologist	<ul style="list-style-type: none"> • Review of discipline referrals • Reduction of CoST and SST referrals • Staff feedback

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

We are committed to reaching the needs of all our students. By meeting the diverse needs of our students we will educate, challenge, and empower our students to behave as productive members of our community and help maintain a safe environment for all.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Staff, students, and parents will work together to build a sense of community within the school and community at large.	Staff shall practice a code of ethics that embraces Cultural Proficiency. Staff will work with parents and students in a way that affirms universal human values, such as respect, honesty, and equity.	Continue Cultural Proficiency practices	Principal Counselor ORC Teachers	<ul style="list-style-type: none"> • Staff feedback • Parent feedback • Monitoring of behavior referrals • Classroom visits and observations
2) Elm School shall have visible staff and parental presence.	Elm administration will encourage staff and parents to be visible when in route to and from school.	Staff Campus Assistants Visitor Sign-in Logs and Visitor Tags Safety Plan	Principal Safety Committee	<ul style="list-style-type: none"> • Monitoring by Staff • Staff feedback • Parent Feedback • Record of Safety Committee Meetings
3) Elm School will survey staff and 5th grade students through the use of the California Healthy Kids Survey (CHKS) and use results to identify safety issues.	Elm School will participate in the California Healthy Kids Survey by administering survey to staff and 5th grade students.	California Healthy Kids Surveys and Data Results	Principal Counselor ORC	<ul style="list-style-type: none"> • Review of CHKS Data • Staff Feedback
4) Elm School will continue to work with staff, parents, community members, SRO, and with OPD personnel to create a crime-free and safe school community.	Elm School will establish a safety committee which shall include the Principal, staff, and resource school officer. Safety Committee will report out to all staff, parents, and community members.	SRO CHAMPS Training Lockdown Information Guides Evacuation Maps Connect Ed Safety Plan	Principal Counselor ORC Safety Committee	<ul style="list-style-type: none"> • Parent Feedback • Staff Feedback • Monitoring of Behavior Referrals • Record of Meetings • Record of Communication

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ongoing review of safety plan and professional development. We will continue to conduct practice drills and debrief with staff to review and reflect on procedures.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Develop a school-wide procedure for locking of school entrances on a daily basis to ensure proper lockdown procedures.	Hold meetings to discuss current procedures and possible new procedures. Hold meetings to train all staff on new protocol/s.	Meeting Location Computer Safety Plan and Handouts	Principal SRO Office Staff Custodial Staff Safety Committee	<ul style="list-style-type: none"> • Debriefing of Drills with staff • Staff Feedback • Monitoring and Observation of Drills
2) Develop a school-wide procedure for identifying non-school personnel sighted on campus before, during, and after school.	Hold meetings to discuss current procedures and possible new procedures. Hold meetings to train all staff on new protocol/s. .	Meeting Location Computer Staff Meetings Visitor Sing-In Log and Visitor Tags	Principal SRO Office Staff Custodial Staff Safety Committee	<ul style="list-style-type: none"> • Daily Campus Monitoring • Record of Meetings with Safety Committee
3) Work with Oxnard Police Department (OPD) and community to create a safe and crime-free community.	Safety Committee will meet with OPD and community members to discuss school and community issues to decide how to work together to provide solutions for any issues.	Meeting Venue Computer SRO Safety Plan Safety Committee	Principal Safety Committee	<ul style="list-style-type: none"> • Record of safety meetings • Safety Committee and Staff feedback • Daily Campus Monitoring by Staff
4) Train all staff on all proper emergency response procedures and their responsibilities during a disaster such as lockdowns, evacuation, fire, and earthquake drills, student disturbance, bomb threat, hostage situation, utility failure, flood/tidal wave/prolonged rain, terrorist attack, and nuclear attack.	Hold meetings and training throughout the year for all staff on emergency procedures in relation to lockdowns, fire drills, earthquakes, evacuation, and other natural disasters.	FEMA courses Training manuals	District Office Safety Committee Principal	<ul style="list-style-type: none"> • Staff review and feedback on safety procedures • Record of safety meetings • Debriefing of Drills
5) Hold emergency drills regularly.	Elm School will hold monthly fire drills, quarterly earthquake and evacuation drills, and two lockdown drills during the school year.	Oxnard Police Department Oxnard School District SRO Lockdown Drill Handouts	Principal Safety Committee	<ul style="list-style-type: none"> • Debriefing of Drills • Monitoring and Observation of drills

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Elm Street Elementary School Student Conduct Code

PURPOSE:

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The School uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS:

We want our students to develop a sense of values and to become:

Caring Honest
Responsible Well mannered and courteous
Respectful Knowledgeable of right and wrong
Fair Positive in outlook
Compassionate Self-disciplined

BELIEFS:

We believe our rules and procedures will,

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY:

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students:

- Be regularly in school attendance and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents:

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers:

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators:

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without “body contact.”
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns and Consequences:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others’ right to learn.

Students May Be Disciplined for the Following Reasons/Grounds for Suspension and Expulsion:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil’s presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Possessing -cellular telephones or electronic paging devices;
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences:

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements:

Incentives are used to promote exemplary student conduct.

Conduct Code Procedures

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Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
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 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
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3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The plan is reviewed in February, approved by the School Site Council, and updated on March 1st.

The school site leadership team, staff, School Site Council, Safety Committee, School Resource Officer, and the Principal will review the three components annually. These groups will consider the impact of the components and their effectiveness in student safety and behavior. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety. If at any time a staff member, community member, or Safety Committee member feels that the plan needs to be amended, the following process will be followed:

1. Safety Committee will be convened to discuss issues
2. Changes will be proposed
3. Proposed changes will need to be reviewed and approved by School Site Council
4. Amendments will be made

Safety Plan Appendices

Emergency Contact Numbers

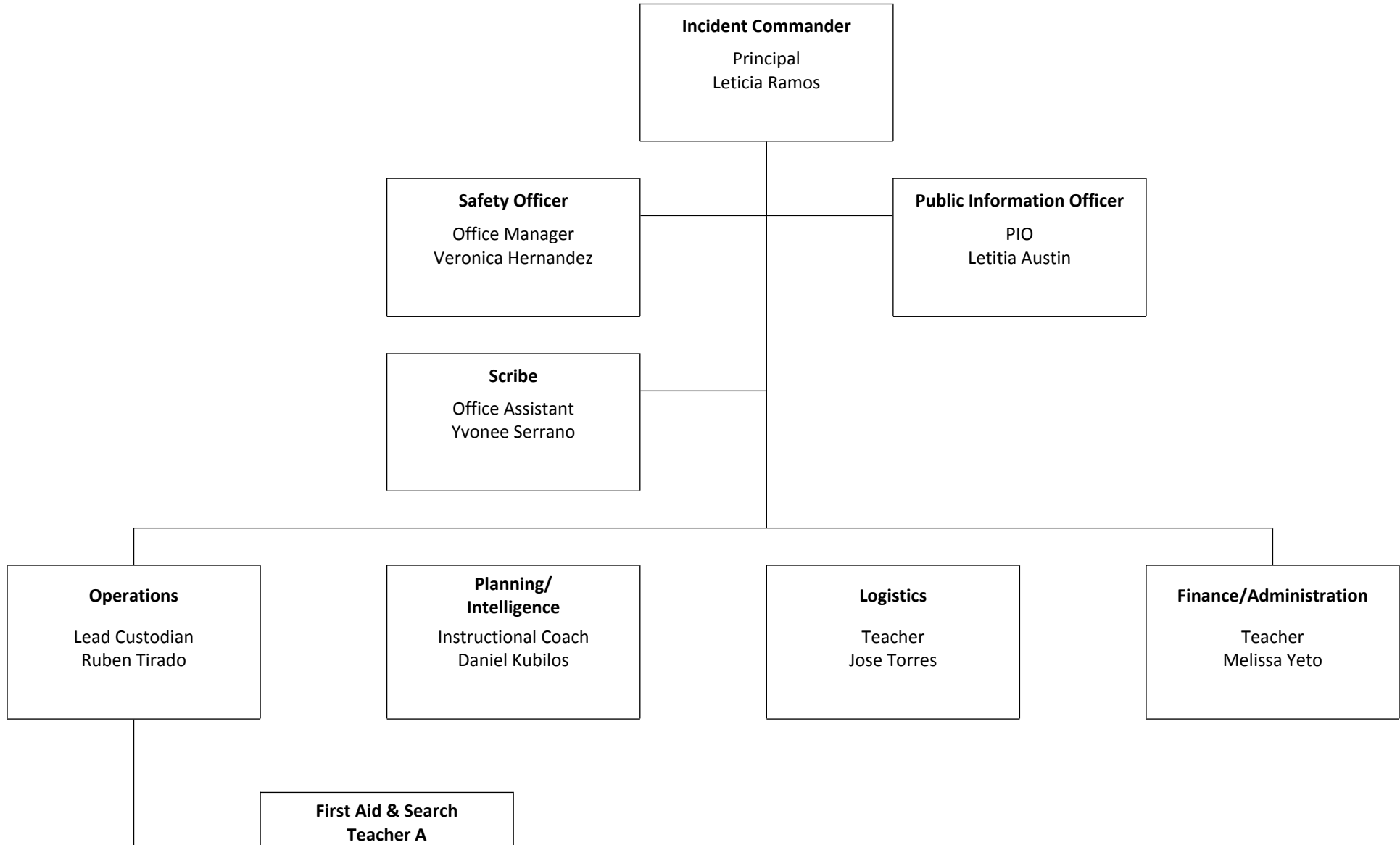
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
In September, review plan with staff. Review plan regularly with Safety Committee at each scheduled meeting. In February review plan with Leadership Team, Staff, Safety Committee, and School Site Council. Update plan annually in February.	Ongoing	
Staff meeting is held to review safety procedures in Safety Plan.	Annually in September	
Safety Plan is shared with ELAC, SSC, and Safety Committee for approval.	Annually in January/February	

Elm Street Elementary School Incident Command System



Teacher
Danielle Dugas

**Student Release &
Accountability
TeacherB**
Attendance Technician
Jessica Carrillo

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

Call animal control. Keep students away from animal. Try to contain animal in one area if necessary

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1). Direct all students and staff to remain indoors.
 - 2). Direct all heating and ventilation systems to be shut down.
 - 3). Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM) call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.
5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 1. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 2. Direct all heating and ventilation systems (HVAC) to be shut down.
 3. Direct all windows to be closed.
7. Establish Command Post and implement the Incident Command System
 1. As word of the incident spreads, be prepared to release students to parents or guardians.
 2. Release students ONLY to a person listed on the emergency card.
8. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
9. Contact the Fire Department for possible Hazardous Materials Team deployment.

10. The decision to evacuate the site will be made by the Superintendent or his designee based on the recommendations of the principal and/or by competent civil authority.
11. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
12. Should the event occur at the start of the school day, notify the following of the emergency:
 1. District Office
 2. Facilities and Transportation
 - a. To alert bus drivers / crossing guards
 - b. Check safety of students at any affected bus stops and popular walking route to/from school.
 3. Police department
13. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as practical after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROP's and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
 1. Chemical involved, including how much and when the drift occurred.
 2. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
 3. Mitigating actions (showering, bagging of clothing, etc.).
 4. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
 1. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
 2. Place copies of the notice in the front office; and
 3. Send a written notice home to parents immediately after notification is received by the district and/or principal. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application, i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application.
2. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
3. All windows and doors are to be closed and locked.
4. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
5. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
6. Outdoor drinking fountains are to be covered with plastic.
7. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.

For example, area of “standing water” should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.

5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line and complete the form entitled “Bomb Threat Report” (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the “all clear” release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children’s safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.

6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a “Lockdown”.
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, “DUCK – COVER AND HOLD.” Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, “LEAVE BUILDING” (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.

5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. **DO NOT RUN!** Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.

4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.

3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Ofiice
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.

2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

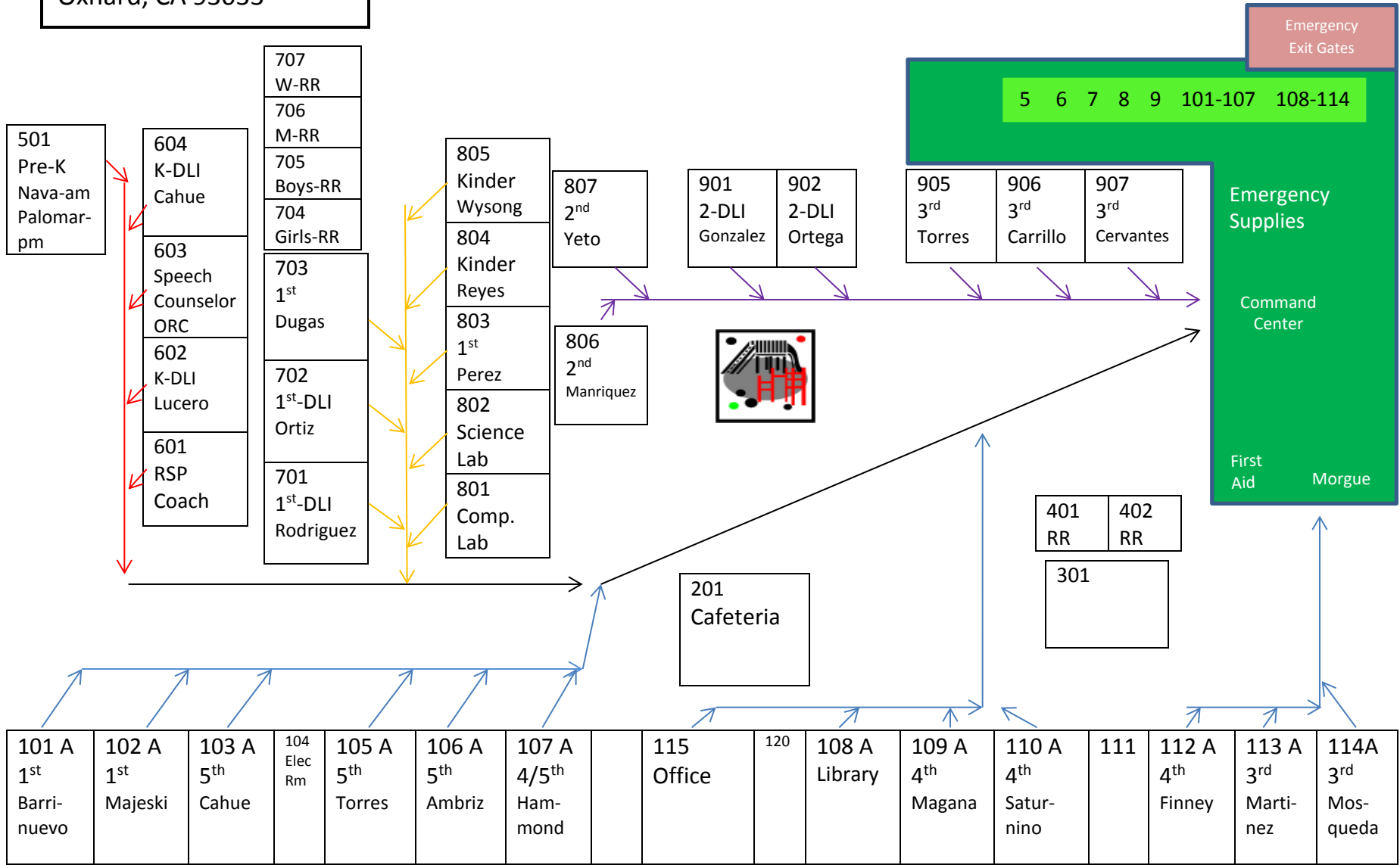
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Elm School

450 East Elm Street
Oxnard, CA 93033



Elm Street

Comprehensive School Safety Plan SB 187 Compliance Document

**2017-2018
School Year**

School: Robert J. Frank Academy of Marine Science and Engineering
CDS Code: 56725386111850
District: Oxnard School District
Address: 701 North Juanita Avenue
 Oxnard, CA
Date of Adoption: October 10, 2017

Approved by:



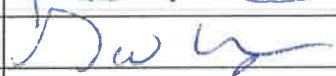

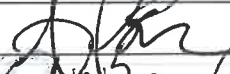
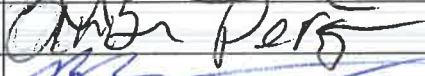





Name	Title	Signature	Date
Dr. Richard Caldwell	Principal		2-9-18
Paola Vargas	Assistant Principal		2-9-18
Gabriel Covarrubias	Assistant Principal		2-9-18
Maria Christine Saucedo	Assistant Principal		2-9-18
Angelica Fuentes	Counselor		
Amber Pergeson	Counselor		2-9-18
Mark Urwick	Teacher/Instructional Coach		2-9-18
Alex Cortez	Lead Custodian		2-11-18
Officer Mascorro	School Resource Officer		2/13/18
Amber Pergeson	SSC President		2-9-18
Patty Avalos	Parent Member		2-9-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Robert J. Frank Academy of Marine Science and Engineering's office.

Safety Plan Vision

At R. J. Frank Academy of Marine Science and Engineering, we embrace the Oxnard School District vision, "Educate, Inspire, and Empower," and recognize that a safe school is paramount to our students' educational success. Our students' many talents and skills must be continually nurtured in a safe and supportive school environment.

We believe all stakeholders deserve to feel safe and secure while at R. J. Frank Academy of Marine Science and Engineering and we will work to create and maintain a positive learning environment that ensures the physical, emotional, and mental well-being of our entire academic community.

Components of the Comprehensive School Safety Plan (EC 32281)

Robert J. Frank Academy of Marine Science and Engineering Safety Committee

Dr. Richard Caldwell, Principal
Gabriel Covarrubias, Assistant Principal
Paola Vargas, Assistant Principal
Maria Cristina Saucedo, Assistant Principal
Mark Urwick, Teacher/Instructional Coach
Amber Pergeson, Counselor
Angelica Fuentes, Counselor
Alex Cortez, Lead Custodian
Officer Mascorro, Oxnard Police Department
Parent: Patty Avalos

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department, with the principal, conducted a security inspection of the campus, and made recommendations which were addressed by school personnel. The Oxnard Police Department has already made improvements to the practices which are now the new standard in the Oxnard area. The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

"The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:"

The Lead Custodian, assistant principal, and principal conduct monthly safety inspections and submit a report to the DO. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders sent to the district office.

The Safety Committee meets throughout the year to review all safety and security procedures and make any necessary recommendations and changes. Input is provided by our different parent groups: ELAC, School Site Council and PTO. The safety Committee reviewed, discussed and presented procedures to be followed by staff and students during emergencies.

The Lead Custodian makes daily checks of the campus to assess for safety hazards. Minor changes (such as repairs) are made immediately. Major changes which may need input from more stakeholders go through a process of involving the school's Leadership Team, staff, and any relevant parent groups. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school is continuing implementation of the CHAMPS approach from Safe and Civil Schools. This model outlines the expected behaviors for different routines and procedures. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Rewards and Consequences are applied through a progressive discipline system that has been communicated to students and parents.

Findings and Data from Office referrals, Attendance Rates, Suspension/ Expulsion data, California Healthy Kids Survey, Local Law Enforcement Juvenile Crime Data, and site Property Damage Data is reviewed and shared with school site committees such as PBIS, School Site Council, School Site Leadership Team, ELAC, and also presents to staff and a staff meeting.

In addition, we continue to implement restorative justice practices and PBIS strategies.

Security has also been reinforced through the use of closed circuit cameras. Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gate or through the office (when arriving after the late bell). Staff and administration are continuously supervising and monitoring school campus throughout the school day to ensure school safety. All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age and produce a valid ID. Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge and additional campus assistants have been hired to assist with supervision. A positive and ongoing relationship is in place between the school and Oxnard Police Department to ensure the safety of the school and the surrounding areas.

SRO from OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly ,providing feedback to Principal which will debrief with staff and do necessary changes

Monthly Drills are conducted: Earthquake, Lockdown, Evacuation and Fire Drills. SRO is present for whole evacuation drills.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have

failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
 E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

“Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.”

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students

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Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students at R.J.Frank Academy of Marine Science and Engineering will be held to the R.J.Frank School dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

1. Clothes should be neat, clean, and in good taste. Clothing which draws undue attention to the student is inappropriate and disrupts learning.
2. Shoes must be worn at all times. Slippers, flip flops, high heels, or open toe shoes are prohibited.
3. Bare midriffs, half shirts, tube tops, cut-offs, low-cut blouses, muscle T-shirts, too short skirts/shorts and sweatpants are prohibited. Clothing may not reveal undergarments (bra straps, underpants, boxers, etc.).
4. Clothing items with any holes are prohibited.
5. Clothing items with references to, or images, alcohol, drugs, tobacco, guns, or weapons are prohibited. This includes shirts and sweatshirts with obscene or suggestive pictures and/or objectionable language.
6. Stars are prohibited on any students apparel or personal items.
7. Chains, rubber bands, and rubber bracelets are prohibited.

8. Piercings with sharp points or hollow centers are prohibited due to safety concerns and will need to be removed.
9. Gang-like attire is prohibited. This includes long shorts with high socks, baggy pants, professional sportswear (i.e. Cowboys, Raiders, Lions, etc.), and any other items that are used to signify a particular neighborhood or gang-affiliation. Additional information is available under the prohibited dress policy.
10. Hats, beanies, hoods, or other head coverings are prohibited except as defined under the hat policy. Any clothing or personal items deemed disruptive to the educational process will be prohibited.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student’s emergency card and will be followed accordingly.

SCHOOL HOURS

The student day is from 7:45 am to 2:13 pm. Parents dropping students off at school should be aware that supervision is NOT available before 7:20 am. School office hours are 7:00 am to 4:00 pm.

- Once arriving at school, students are to immediately come onto the campus and move to the cafeteria, library or other supervised location if there is time to spare until the first bell at 7:40 am. From 7:20 am, students may also congregate in the quad areas. At 7:40 am all students are to proceed to their first period class. Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.
- Students not participating in after-school activities are to leave campus immediately upon dismissal by walking or via school bus. Students waiting for rides home via automobile need to wait in the designated pickup area located in front of the school. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS – LEAVING EARLY

R. J. Frank Academy of Marine Science and Engineering is a closed campus. Students must stay on campus from the time of arrival in the morning until dismissal at 2:13 pm. Students may leave campus during school hours if a written request from a parent or guardian has been approved. The request must state time, date, and reason for leaving campus. The Assistant Principal Secretary will issue an OFF-GROUNDS-PASS once a request is approved. Off campus absences, which are not approved in advance, are UNEXCUSED and students will be subject to disciplinary action.

Under no circumstances should a student leave campus without permission.

Parent must check in at the office in order to pick up students who are leaving campus for appointments. Only parents and guardians listed on the Emergency card and in possession of a valid ID can sign out for a student leaving campus.

TARDY / LATE POLICY

- Be on time to all your classes.
- Be at your first class before 7:45 am.
- If a student is late to class without an approved reason it is a behavior infraction.
- If a student is late in the morning, he/she must report to the Student Services Center for a late slip, and then quickly go to class.

- An “excused late” will be assigned when parents have called the school with a valid excuse such as a doctor or dentist’s appointment.
- Oversleeping, missing the bus, etc., are not valid reasons for an “excused late.”
- When a student is habitually late to school (more than 3 times), the Student Services Center will assign an Office Detention or other consequence.
- Truant Tardy is when students arrive to school 30 minutes late. When a student is determined to have a truant tardy, he/she will be assigned an office detention, be placed on an attendance contract, and possibly receive a citation.

EXCUSED ABSENCES

These can only result from illness, medical/dental appointments, court appearances, or death in the immediate family. All other absences are considered unexcused. State law does not provide any financial assistance to schools when students are absent for any reason, including excused absences.

When a student is absent, parents are expected to call the school (385-1536) the same day of the absence.

RETURNING AFTER AN ABSENCE

1. Bring a dated note from parent(s) stating the reason for the absence, with your name, grade, date of absence, and parent signature.
2. Take the note to the Attendance Clerk prior to 7:40 am to avoid being late for class.
3. Receive a readmit slip to be signed by all of your teachers.
4. If a student leaves school early, a readmit slip must be picked up the following morning.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered truanancies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.
4. Having excessive tardies.

If a student is habitually late or absent from school, various measures may be taken including regular assignment to Saturday School, an alternate school placement, and referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents. In all cases of truancy, students will be assigned an office consequence.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate (PBIS)

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Increase student achievement by reducing student office referrals and suspensions. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Maintain increased supervision before and after school	Strategically assign teachers and administrative staff to various areas and increase campus assistants	Funding should be maintained for current campus assistants	Administration and SRO	Duty Schedule
2) Cultivate additional community resources to help support our students who have issues with alcohol and drugs	Identify at-risk students, connect them to the designated agency and follow through with family to ensure that all of the steps are being completed	Partnership with Community Agencies	Administration and Counselors/ORC	CST/SSTs held on students identified as being in need of assistance
3) Cultivate additional community resources to help support our students who have become involved in gang activity	Connect with various partnerships in the community	Funding for extra-curricular activities	Administration and Counselors/ORC	Completion of counseling sessions or participation in designated activity
4) Discourage the use of electronic devices on campus through school policies	Consult with stakeholders and communicate policies to current and incoming students	Student Agendas/Planners will provide a means of communication	Administration	Monitoring frequency of Student Cell Phone confiscation due to violation of school use policy
5) Maintain/Expand the After School Program	Partner with ASES provider, Oxnard Scholars, to maintain/increase participation	Recruit regular faculty to facilitate after school program sports and enrichment clubs and provide academic interventions	OSD After School Program and City of Oxnard	ASES attendance records
6) Continue implementation of Olweus Anti-Bullying Program	Coordinate campaign to train students, staff and parents	Professional Development Days, Class Meetings and Parent Workshops	Counselors and OLWEUS Anti-Bullying Coordinating Committee	Decrease in the number of bullying incidents
7) Continue implementation of CHAMPS model	Maintain and update training of whole staff and visit other school sites where approach is already in place	Professional Development Resources and Collaboration time	Administration, Counselors, Faculty and Staff	Reduction in the number of Office Referrals, Suspensions and Expulsions
8) Support Opportunity Class Intervention	Recruit highly qualified staff and provide the necessary support	District Funding for Certificated and Classified positions needed for the class	Administration	Successful transition back into the general population after the students have met their goals

Objectives	Action Steps	Resources	Lead Person	Evaluation
9) Maintain a safe campus	Administrators, campus supervisors, and teachers maintain school discipline through enforcing agreed upon school rules. SRO is available on call for support.	Funding should be maintained for current campus assistants. Duty Schedule is created and monitored. Contact information for SRO is available to administrators.	Administration and SRO	Duty Schedule, number of referrals, and log of calls to SRO.

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure that the campus is safe and secure for all staff and students

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Work with Facilities Department to ensure that the physical plant is meeting the needs of our site	Conduct an Annual Williams Inspection Facilities Review	Risk Management Staff, Facilities Staff and Ventura County Office of Education Staff	Site Administrators	Successful completion of Yearly Inspection as reflected in Student Accountability Report Card
2) Address minor work orders or repairs	Identify the problem, communicate need to custodial staff and ensure completion. If repairs are beyond the site staff capacity, ensure that Facilities Department is notified.	Custodial Staff and Facilities Staff	Assistant Principals	Repair completed or deferred to Facilities Department
3) Provide a secure perimeter	Ensure protocols are reviewed with staff regarding gate closures, badge identification and routine safety procedures. Utilize closed circuit surveillance cameras.	Agendas and Written Communications	Principal	Gate closures at all times and effective use of surveillance cameras
4) Monthly safety inspections	Identify potential safety hazards or needs and submit needed work orders.	Custodial staff and facilities Staff	Administrators	Monthly inspection checklist
5) Oxnard School District/OPD partnership	Continue relationship with OPD student resource officer	Funding for SRO officer should be maintained	Administrator	Log of interactions between site and SRO

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ensure all staff and students are prepared in case of emergency.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Students know what to do in case of emergency such as fire, earthquake, or lockdown	Monthly drills	Emergency equipment	Administrators and teachers	Keep a log of monthly drills
Ensure adequate emergency equipment available.	Check emergency equipment annually	Emergency equipment	Custodian/Administrator	Checklist of supplies on site/needed supplies.
Teachers and staff are knowledgeable about their roles in case of emergency.	Discuss safety plan at staff meetings. Have staff trained in emergency procedures.	Staff Meetings	Administrators	Staff Meeting agendas/ PD logs

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**Robert J. Frank Academy of Marine Science and Engineering Student Conduct Code****PURPOSE**

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

We want our students to develop a sense of values and to become:

Caring, Honest, Responsible, Well-mannered, Courteous, Respectful, Knowledgeable of right and wrong, Fair, Positive in outlook, Compassionate and Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-disciplined and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the best possible instructional climate.
- Promote knowledge and teach behavior which will help each student become responsible and successful adults.

Expectations of Students

- Be regularly in school attendance and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.

- Assure that your child is appropriately prepared for school (dress, nutrition and sleep).
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conferences.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns and Consequences:

Student conduct which prevents students from learning or teachers from teaching will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Students May Be Disciplined for the Following Reasons:

GROUNDS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.

- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act directed toward a pupil or school personnel.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct. Students earn positive rewards such as Reward Activities and monthly student awards based on positive behavior.

SCHOOL RULES AND PROCEDURES: IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

EVALUATION AND FEEDBACK METHODS

Students receive feedback from all adults on campus regarding their behavior. Administrators, teachers, campus assistants, and staff all assume the responsibility of helping students maintain positive behavior

Summary

The staff, School Site Council, and the principal will review the school rules and discipline program. These groups will consider the impact of the school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.”

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil’s presence causes a danger to persons or property or threatens to disrupt the instructional process.
E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

At R.J. Frank Academy of Marine Science and Engineering, the Leadership Team, ELAC, School Site Council, and School Safety Committee will convene throughout the school year to update the School Safety Plan. The purpose of the School Safety Committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the SSC, and updated on March 1st

Safety Plan Appendices

Emergency Contact Numbers

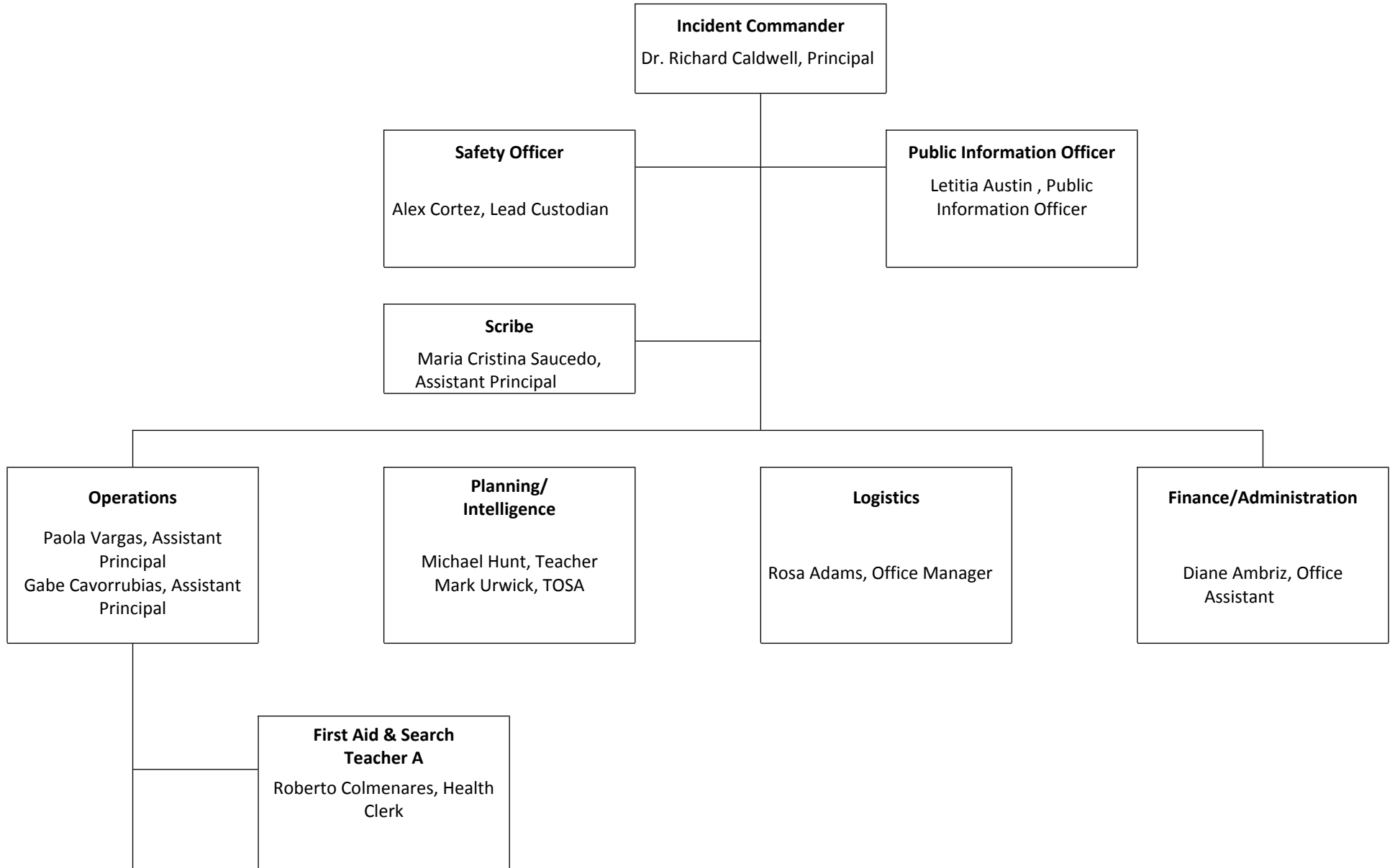
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 desde teléfono fijo; 486-1663 desde teléfono celular	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review plan with staff in September. Review plan with Safety Committee at each regularly scheduled meeting. Review plan with Leadership Team and School Site Council. Update plan by March of each year.	Ongoing August 2017- June 2018	During regularly scheduled Leadership Team Meetings
Present information to parents for review and input during various parent meetings such as ELAC and PTO.	August 2017- May 2018	Agendas to be attached
Present plan at Staff Meeting for input.	February 2018	Agenda to be attached
Present information to parents at School Site Council for review and approval.	February 2018	Agenda to be attached

Robert J. Frank Academy of Marine Science and Engineering Incident Command System



**Student Release &
Accountability
TeacherB**

Emily Gutierrez, Attendance
Tech
Monica Noriega, Secretary
Claudia Cortez, Secretary

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved with internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and/or school sites. For level 2 the Emergency Operations Plan is activated. The EOP will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOP Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

1. Determine what action, if any should be implemented.
2. Attend to the safety of students and staff.
3. Render first aid as necessary.
4. Notify authorities (Dial 911) and the District Office.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - a) Direct all students and staff to remain indoors.
 - b) Direct all heating and ventilation systems to be shut down.
 - c) Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM), call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.
5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 - a. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 - b. Direct all heating and ventilation systems (HVAC) to be shut down.
 - c. Direct all windows to be closed.

7. Establish Command Post and implement the Incident Command System.
 - a. As word of the incident spreads, be prepared to release students to parents or guardians.
 - b. Release students ONLY to a person listed on the emergency card.
8. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
9. Contact the Fire Department for possible Hazardous Materials Team deployment.
10. The decision to evacuate the site will be made by the Superintendent/designee based on the recommendations of the principal and/or by competent civil authority.
11. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
12. Should the event occur at the start of the school day, notify the following of the emergency:
 - a. District Office
 - b. Facilities and Transportation
 - To alert bus drivers / crossing guards
 - Check safety of students at any affected bus stops and popular walking route to/from school.
 - c. Police Department
13. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROPs, and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
 - a. Chemical involved, including how much and when the drift occurred.
 - b. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
 - c. Mitigating actions (showering, bagging of clothing, etc.).
 - d. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
 - a. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
 - b. Place copies of the notice in the front office.
 - c. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application (i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application).
2. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
3. All windows and doors are to be closed and locked.
4. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.

5. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
6. Outdoor drinking fountains are to be covered with plastic.
7. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.

For example, area of "standing water" should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.

5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the "all clear," release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501
3. Inform teachers and staff of the emergency situation. If necessary, signal a “Lockdown”.
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (i.e. driver’s license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.

8. Avoid window areas.
9. When the emergency is over, signal “all clear.”

Earthquake

A. IF INSIDE A SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, “DUCK, COVER, AND HOLD.” Stay inside the building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Evacuate the building after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to the principal/designee.
8. The principal/designee is to establish a command post, assess damage, activate search team, and activate the incident command system.
9. Activate a buddy system; determine the needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires, and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under “Inside School Building.”

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do “DROP – TAKE COVER.”
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees.
2. The bus driver will issue the command, “DROP – TAKE COVER.”
3. Turn off ignition and set brakes.
4. Wait until the earthquake is over.
5. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student’s needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. “DUCK, COVER, AND HOLD” command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate the building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at a safe distance from the fire/fire-fighting equipment.
4. Assist the disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as EVACUATION OF THE SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials, and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOP activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

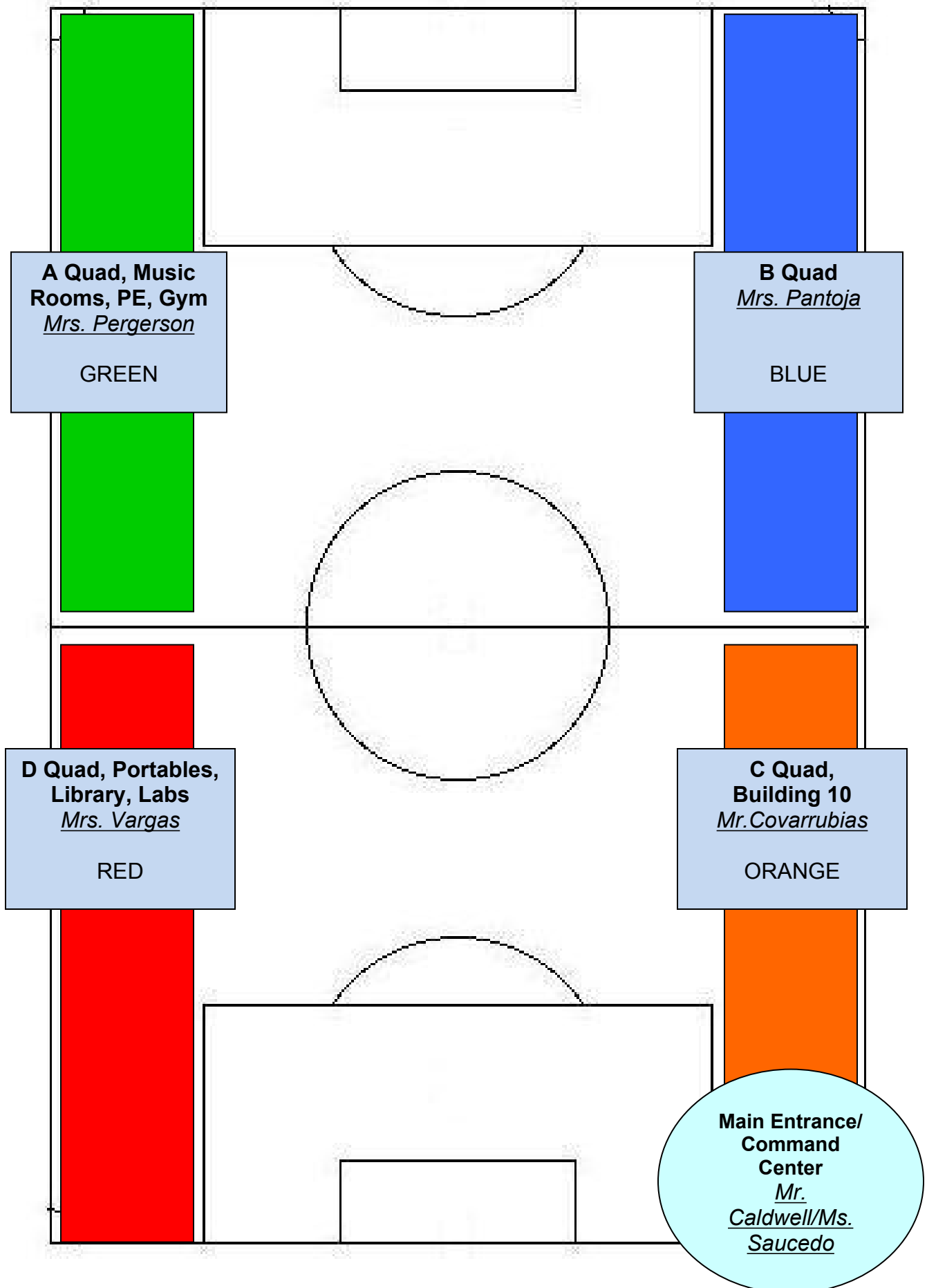
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOP activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Parque del Sol Soccer Field Evacuation Class Locations

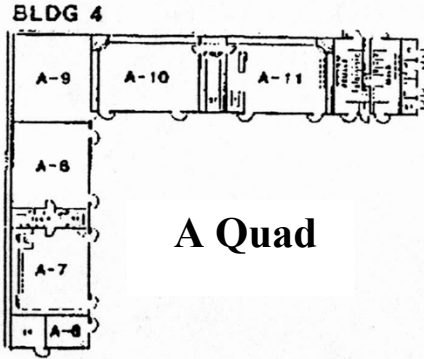
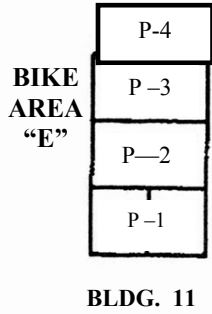


P-5 P-6 P-7 P-8 P-9 P-10 P-11 P-12 P-13 P-14

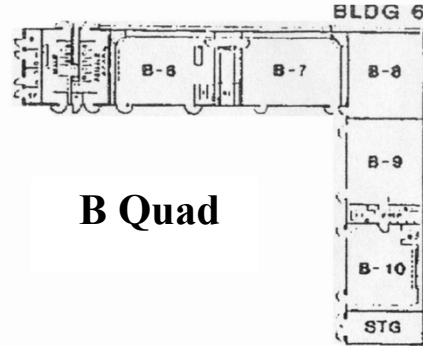
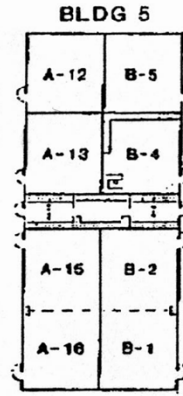
Command Post

Morgue

Medical Treatment

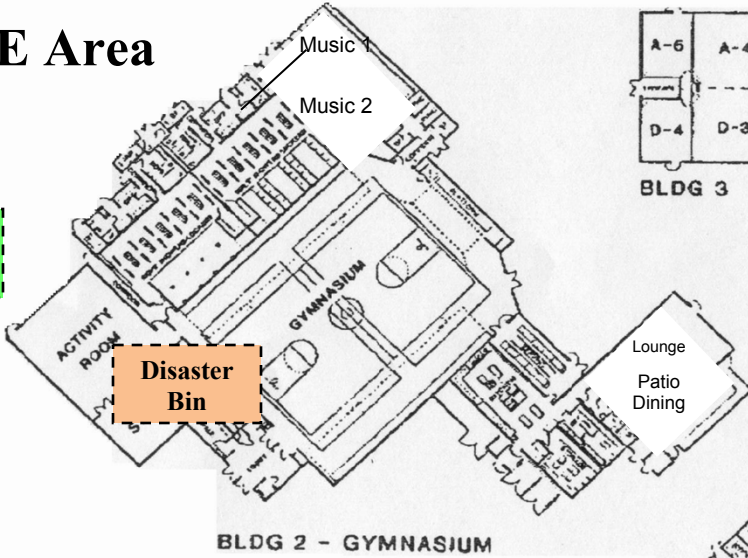


A Quad



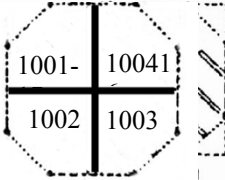
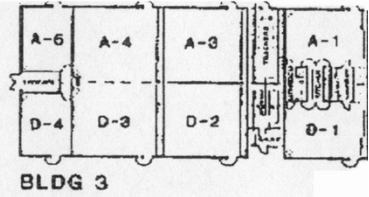
B Quad

PE Area

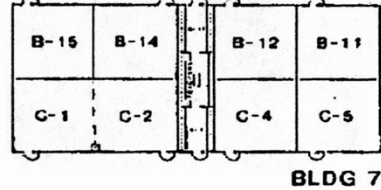


Disaster Bin

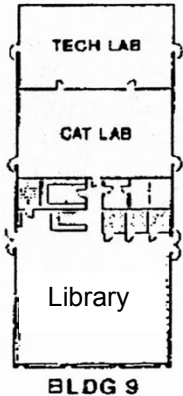
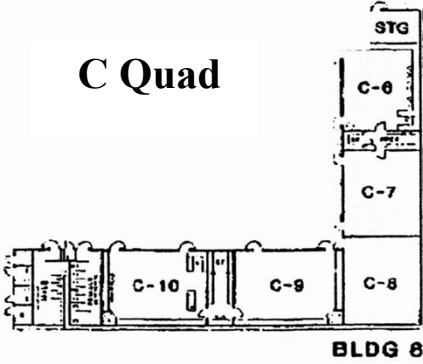
BLDG 2 - GYMNASIUM



D Quad



Student Release Gate



BLDG 1 ADMIN

Main

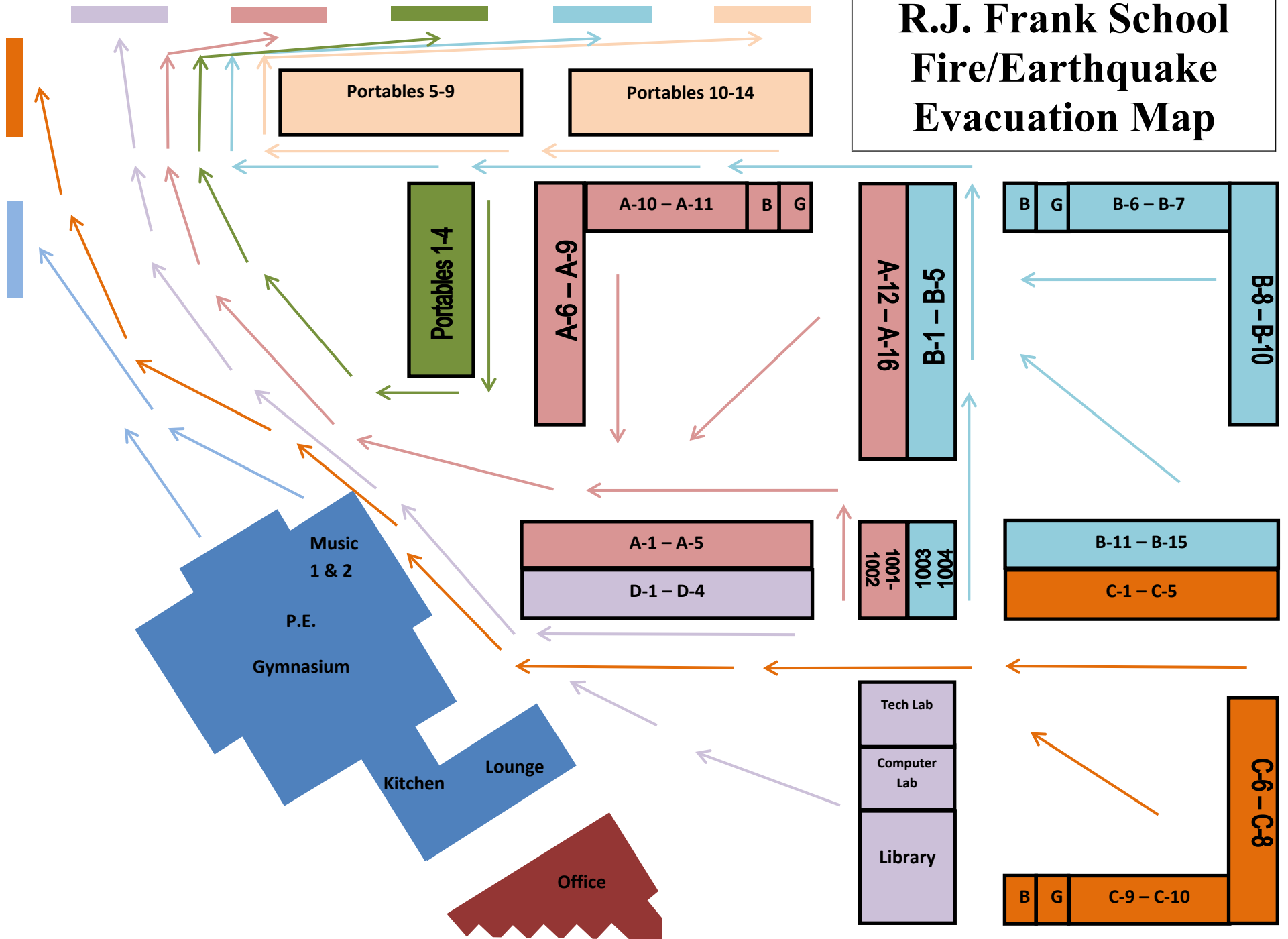
MORADO PLACE

Juanita Avenue



FRANK SCHOOL

R.J. Frank School Fire/Earthquake Evacuation Map



Comprehensive School Safety Plan SB 187 Compliance Document

**2017-2018
School Year**

School: Fremont Academy of Environmental Science and Innovative Design
CDS Code: 56725386055313
District: Oxnard School District
Address: 1130 North M Street
 Oxnard, CA 93030
Date of Adoption: February 7, 2018

Reviewed by:


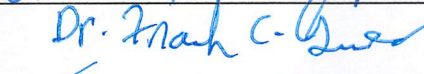

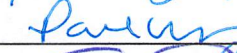




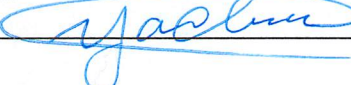
Name	Title	Signature	Date
Chantal Anderson Witherspoon	Principal		1-24-18
Dr. Frank C. Guerrero	Asst. Principal & Coordinator of Safety Plan		1/24/18
Officer Kevin Thompson	School Resource Officer		1-24-18
Paul White	Teacher		1-24-18
Sam Reveles	Teacher		1-24-18
Cherry Schultz	Teacher		1-24-2018
William Milton	Teacher		1-24-18
Sylvia Carillo	(SSC) parent representative		1-24-18
Yadira Alferes	classified staff member		1-24-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Fremont Academy of Environmental Science and Innovative Design's office.

Safety Plan Vision

At Fremont Academy, we support our district's motto, "Educate, Inspire, and Empower," and seek to find avenues within our students' learning journeys that lead them to become life-long learners, who have talents, skills, knowledge, and compassion to enrich our world. We commit to working together in partnership to provide a school climate and environment that is safe and secure for our students to thrive and succeed.

We believe all stakeholders deserve a physically, emotionally, mentally safe, secure, and positive learning environment through a caring and supportive staff, engaging curriculum, procedures, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

Components of the Comprehensive School Safety Plan (EC 32281)

Fremont Academy of Environmental Science and Innovative Design Safety Committee

Chantal Witherspoon(Principal), Dr. Frank Guerrero (Assistant Principal & Safety Committee Coordinator), Officer Kevin Thompson (School Resource Officer), Paul White (Teacher), Cherry Schultz (Teacher), Sam Reveles (Teacher), William Milton (Teacher), Yadira Alferes (classified member), and Silvia Carillo (Parent & SSC Representative).

Assessment of School Safety

Emergency drills are conducted on a monthly basis. The SRO participates in our lockdown drills and provide feedback to staff and administration. Risk management conducts an annual safety inspection. Custodians and the assistant principal conduct monthly inspections and follow-up with appropriate work orders as needed. Administration and teachers monitor the morning drop-off and afternoon dismissal to ensure safety rules are followed. In addition, the office referral process, attendance rates, suspensions/expulsion data, California Healthy Kids Survey, Local Law Enforcement Juvenile Crime Data, and property damage data are discussed with staff members at staff meetings. The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies as well.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise

of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.

- g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures

for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

In accordance with Oxnard School District Policy 8145 AP, the purpose of dress standards shall be to ensure a safe and secure environment in which to offer a quality education.

Fremont Academy's dress policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. Clothing should not disrupt the natural flow of the classroom or school activities. Clothes should be neat, clean, and of good taste. Apparel which draws undue attention to the wearer is inappropriate and disrupts learning.

The Provisions of a School-Wide Dress Code Related to Gang Apparel:

DRESS CODE

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Students who violate dress code will be told to change. Repeated dress code violations will lead to disciplinary action.

Fremont School Dress DOES NOT ALLOW THE FOLLOWING:

1. Backless footwear, flip-flops, slippers or sandals.
2. Baggy pants/shorts/sweatpants that are larger than the student's actual waist size measurement or that fall below the waist band of their undergarments.
3. Pajamas or pajama bottoms.
4. Shorts and pants that have holes, rips and tears above mid-thigh, unless leggings are worn under them.
5. Shirts with holes, rips or tears or sheer tops without another shirt underneath.
6. Halter tops, tube tops, crop tops, spaghetti straps or any top that reveals undergarments. Shirts and tops must cover the stomach and chest area. Shirt shoulder straps must be at least 2" wide.
7. Blankets as a form of covering.
8. Chains that hang down to the waist.
9. Clothing or jewelry deemed provocative, disruptive, or hazardous to the health or safety of the wearer.
10. Clothing that is considered offensive.
11. Clothing with slogans or pictures that depict or suggest alcohol, drugs, sex, racism, weapons, violence or obscenities.
12. Excessively long pants that fall below the heel of the shoe.
13. Exposed undergarments.
14. Gang-related apparel of any kind.
15. Gloves, unless weather permits.
16. Hats are to be worn outside only, with the exception of those worn in religious observance. Hoods may not be worn up on campus.
17. Professional team attire (Cowboys, Lakers, etc.). This includes hats, jerseys, t-shirts and any other clothing items.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

*Once arriving to school, students are to immediately come onto the campus through the designated entrances, and proceed to designated supervised areas. Under no circumstances are students to leave the campus to pick up friends, go to locations other than the school campus, or to loiter outside campus gates.

*Students who do not participate in after-school activities are to leave campus immediately. Students waiting for rides home need to wait in the designated pickup area located in front of the school office. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary consequences.

*Parents are not allowed to enter the staff parking lot to drop off or pick up students.

Fremont Academy is a closed campus. Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for the bus/parent. Students may leave campus during school hours if a written request from a parent or guardian has been approved. The request must state time, date and the reason for leaving campus. The assistant principal's secretary will issue an OFF-CAMPUS PASS once a request is approved by the principal or principal designee. Off-campus absences which are not approved in advance are UNEXCUSED, and students will be subject to disciplinary consequences.

Under no circumstances should a student leave campus without written permission from the principal or principal designee.

*Parents and must check in at the office in order to pick up students who are leaving campus for appointments. Only parents and guardians listed on the emergency card and with a valid ID can sign for a student leaving campus.

Oxnard Police Department will conduct an annual threat assessment of our campus and report to staff. As a result of threat assessments by the Oxnard Police Department, staff can differentiate between a Level 1 and a Level 2 lockdown.

The Safety Committee meets once per trimester to monitor and review the safety plan and its recommendations will be followed by staff and students during emergencies.

School Safety Plan is updated annually.

The ongoing implementation of the CHAMPS program will provide positive behavior support. And continuous implementation of the WEB program will ensure a safe and supportive school climate.

Risk Management from the District Office conducts a safety inspection of the campus on a yearly basis. A report is submitted and necessary changes are made.

The lead custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the lead custodian and assistant principal. The lead custodian will submit work orders to the district office as needed.

The Principal/Assistant Principal greets students at the front of the school every morning, the lead custodian open gates for buses at 8:00 a.m. on a daily basis, the assistant principal opens the front gate and monitors students exiting the front of the school at the end of the school day, and campus supervisors open gates for school buses. All campus supervisors and teachers are stationed at their assigned duty station.

Visitors are required to sign in at the front office, provide proper identification, and wear a visitor's badge while on campus grounds. Monthly drills are conducted for earthquakes, lockdowns, evacuation and fire drills on a rotating basis.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Implement CHAMPS and WEB Programs

Objectives	Action Steps	Resources	Lead Person	Evaluation
Train staff in CHAMPS program via summer institute and through VCOE trainings.	Coordinate with Pupil Services Director regarding training schedule Advertise training to staff	CHAMPS books CHAMPS Trainer from Safe and Civil Schools Funding to support training	Pupil Services Director & Assistant Principal	Goal: 100% of teaching staff trained by June 2017.
Train campus assistants in CHAMPS principles.	Counselors to provide training to staff	Training to Counselors	Counselors	Goal: Initial training in Fall, follow-up training in Spring.
Develop CHAMPS guidelines in common areas.	Develop guidelines via CHAMPS Committee and staff feedback Order posters and arrange for posting in visible areas	Posters reflecting CHAMPS practices Funding to support school posters/banners	CHAMPS Committee	Goal: CHAMPS guidelines are posted, visible and referred to in common areas.
Utilize CHAMPS practices in classrooms across campus.	Get staff trained Conduct walk-throughs of classrooms utilizing CHAMPS practices Discuss CHAMPS implementation during staff meetings Provide coaching for CHAMPS classroom implementation	Posters reflecting CHAMPS practices	All Teachers	Goal: 80% of classrooms will be using CHAMPS practices by June 2017.
Increase WEB coordinator training.	4th WEB coordinator to attend Advanced WEB training.	Funding for WEB training	MSAP Site Coordinator	Goal: 100% of WEB coordinators have attended Advanced training by June 2017.
Continue implementation of WEB program.	Select 8th grade students to participate Train 8th grade students prior to school starting Provide collaboration time for WEB coordinators Schedule regular WEB activities	Additional WEB t-shirts Funding to support collaboration time	MSAP Site Coordinator WEB Coordinators	Goal: 8th grade WEB leaders represent 10% of 8th grade students. Goal: WEB activities take place at least once per month. Goal: WEB leaders provide academic support to 6th grade students.

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Emergency Bags & Supplies

Objectives	Action Steps	Resources	Lead Person	Evaluation
Safety Committee meets regularly to review safety issues.	Select Safety Committee members Schedule monthly meetings	N/A	Assistant Principal & Safety Committee members	Goal: Safety Committee meet once per trimester.
Conduct monthly disaster drills (including lockdown, earthquake and fire) and review and adjust procedures as needed.	Schedule and conduct disaster drills Provide feedback to staff following disaster drills Review drills at Safety Committee meetings Review lockdown procedures with staff	Support from Oxnard PD and School Resource Officer	Assistant Principal & Safety Committee members	Goal: Conduct at least 8 emergency drills yearly, including fire, earthquake and lockdown.
Conduct inventory of disaster supplies and purchase additional disaster supplies, including, but not limited to, emergency bags, flashlights and batteries.	Conduct inventory of supplies Order needed supplies	Disaster kits and supplies Funding to support purchase of supplies	Assistant Principal	Goal: All staff members have immediate access to emergency supplies. (Teacher access measured through sign-out of emergency kits.)
Investigate opportunities for triage training for selected staff members.	Request access to training through district or county	Funding to support triage training	Assistant Principal & Triage volunteers	Goal: At least 3 staff members receive triage training.
Provide feedback to staff on disaster drills to improve performance.	AP to email feedback to staff following each drill	N/A	Assistant Principal	Goal: Improve disaster drill performance throughout the year.
Review procedures for safe ingress and egress of pupils.	Contact City of Oxnard traffic engineer to review M street and Glenwood street traffic and install flashing crosswalk.	Support from the City of Oxnard.	Dr. Guerrero-Assistant Principal	Goal: Arrange meeting with City of Oxnard traffic engineering by Spring 2018.
Participate in District wide functional disaster exercise.	Meet with safety committee and prepare staff for the disaster functional exercise.	District office communication and support.	Dr. Frank Guerrero-Assistant Principal	Goal: Improve on disaster preparedness.
Provide better security for administrative office.	Submit work order to build two partitions at the front and back office.	Facilities will install partitions.	Dr. Frank C. Guerrero	Goal: Ensure the safety of administrative staff.
Provide a safe work environment for the front office secretaries.	Submit work order to install a bullet proof partition similar to the District Office.	Facilities will install partitions.	Principal Chantal Witherspoon.	Goal: Ensure the safety of administrative staff.

Component:
School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Regular safety inspections

Objectives	Action Steps	Resources	Lead Person	Evaluation
Identify and remedy uneven pavement and concrete.	Contact the Facilities Department to arrange for uneven areas to be painted or sanded down	N/A	Assistant Principal & Grounds staff	Goal: All identified areas are sanded down or painted.
Conduct annual inspection with Fire Department.	Conduct inspection with OFD Make suggested corrections Submit necessary work orders	Funding to address OFD recommendations	Assistant Principal & OFD	Goal: School is deemed fully compliant.
Conduct Risk Management safety inspection and make all necessary corrections.	Conduct inspection with Risk Management Make suggested corrections Submit necessary work orders	Funding to address RM recommendations	Assistant Principal, Risk Management staff & Facilities staff	Goal: School is deemed fully compliant.
All classrooms have working blinds that can be closed in the event of a lockdown.	Submit work orders to the Facilities department for any classrooms with missing or damaged blinds Facilities to complete work orders	Funding to address work orders	Assistant Principal & Facilities staff	Goal: 100% of classrooms have fully functional blinds by June 2017.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**Fremont Academy of Environmental Science and Innovative Design Student Conduct Code****Conduct Code Procedures**

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.”

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.

- f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or

statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

Procedures to ensure a safe school environment include:

Review plan with staff in Fall.

Review and update plan through regularly scheduled Safety Committee meetings.

Review plan with School Site Council and ELAC in December-January.

Complete annual Safe School Plan in December-January.

Safety Plan Appendices

Emergency Contact Numbers

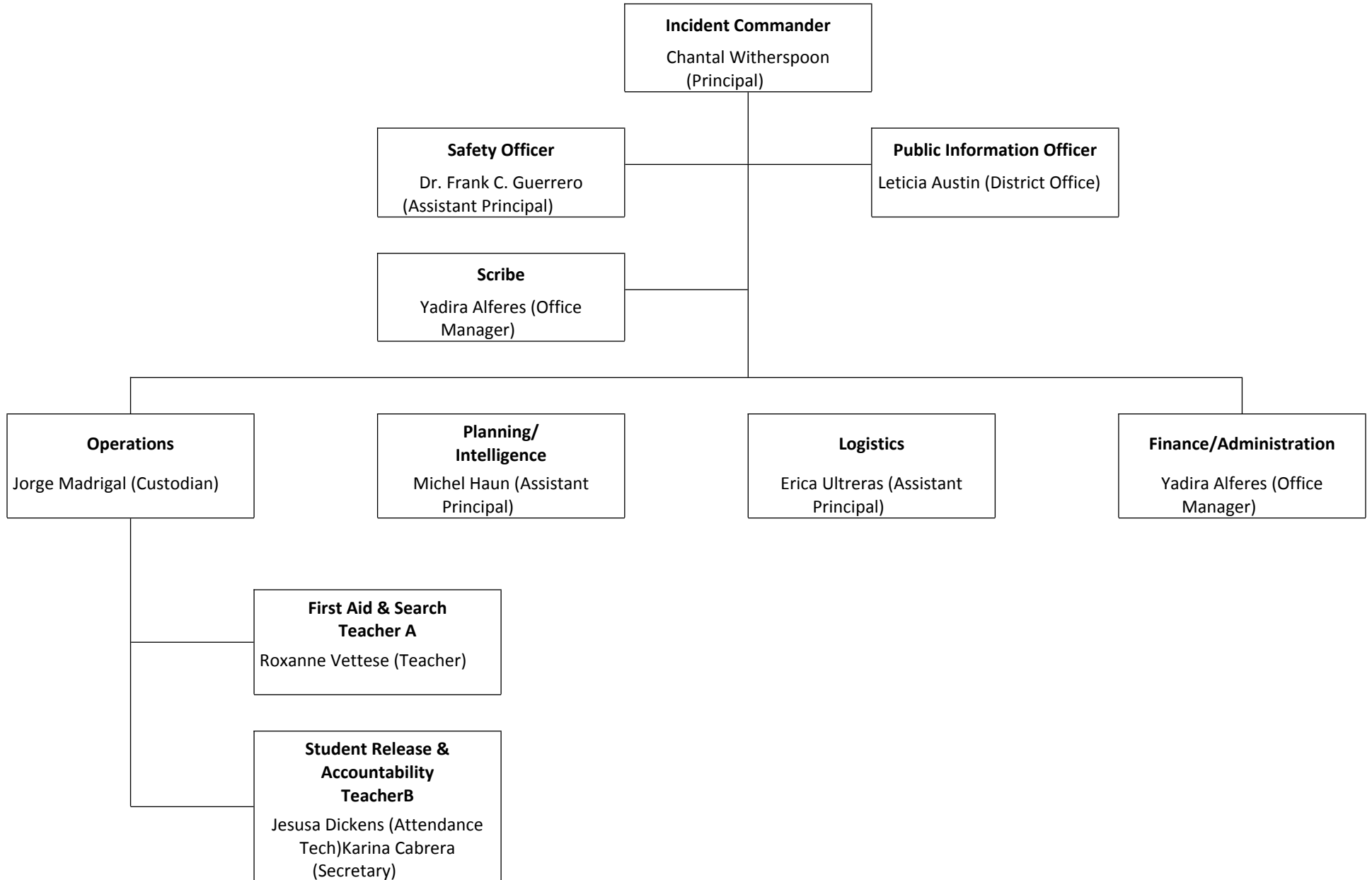
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review plan with staff in Fall.	September-October	
Review and update plan through regularly scheduled Safety Committee meetings.	Meet once per trimester.	Meeting was held in the school library.
Review plan with School Site Council and ELAC in December-January.	December 2017-January 2018	Meeting was held in the Fremont Falcon Center.
Complete annual Safe School Plan in December-January.	December 2017-January 2018	Meeting was held in the school library to discuss completion of the comprehensive safety plan on January 24, 2018.

Fremont Academy of Environmental Science and Innovative Design Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present, near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harmed or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown
4. Call Superintendent's Office (487-3918)
5. Lock all doors and windows with students inside classrooms.
6. Close all blinds/curtains. Classroom lights should be turned off.
7. Assemble students in one area of the classroom
8. Establish a command post
9. Follow the directions of law enforcement
10. At the direction of the police, signal all clear with a bell, an announcement or written message.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1). Direct all students and staff to remain indoors.
 - 2). Direct all heating and ventilation systems to be shut down.
 - 3). Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM) call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.

5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 1. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 2. Direct all heating and ventilation systems (HVAC) to be shut down.
 3. Direct all windows to be closed.
 7. Establish Command Post and implement the Incident Command System
 1. As word of the incident spreads, be prepared to release students to parents or guardians.
 2. Release students ONLY to a person listed on the emergency card.
 8. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
 9. Contact the Fire Department for possible Hazardous Materials Team deployment.
 10. The decision to evacuate the site will be made by the Superintendent or his designee based on the recommendations of the principal and/or by competent civil authority.
 11. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
 12. Should the event occur at the start of the school day, notify the following of the emergency:
 1. District Office: 487-3918
 2. Facilities and Transportation: 385-1514
 - a. To alert bus drivers / crossing guards
 - b. Check safety of students at any affected bus stops and popular walking route to/from school.
 3. Police department
 13. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROP's and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
 1. Chemical involved, including how much and when the drift occurred.
 2. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
 3. Mitigating actions (showering, bagging of clothing, etc.).
 4. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
2. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
3. Place copies of the notice in the front office.
4. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application, i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application.
5. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.

6. All windows and doors are to be closed and locked.
7. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
8. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
9. Outdoor drinking fountains are to be covered with plastic.
10. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.

For example, area of “standing water” should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.

5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled “Bomb Threat Report” (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the “all clear” release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will inform the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus and given a site identification badge. A government issued picture ID (IE: drivers license) will be required.

6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. STUDENTS WITH DISABILITIES:

1. Students with disabilities may need special assistance and instruction regarding falling debris. Additional drills may be needed and practiced to make certain the procedures are mastered.
2. Each disabled student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.

3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff. Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Emergency Evacuation Map
Fremont Intermediate School
 1130 North M. Street Oxnard, CA 93030
 805-385-1539

Portables 906-908 use Exit #3

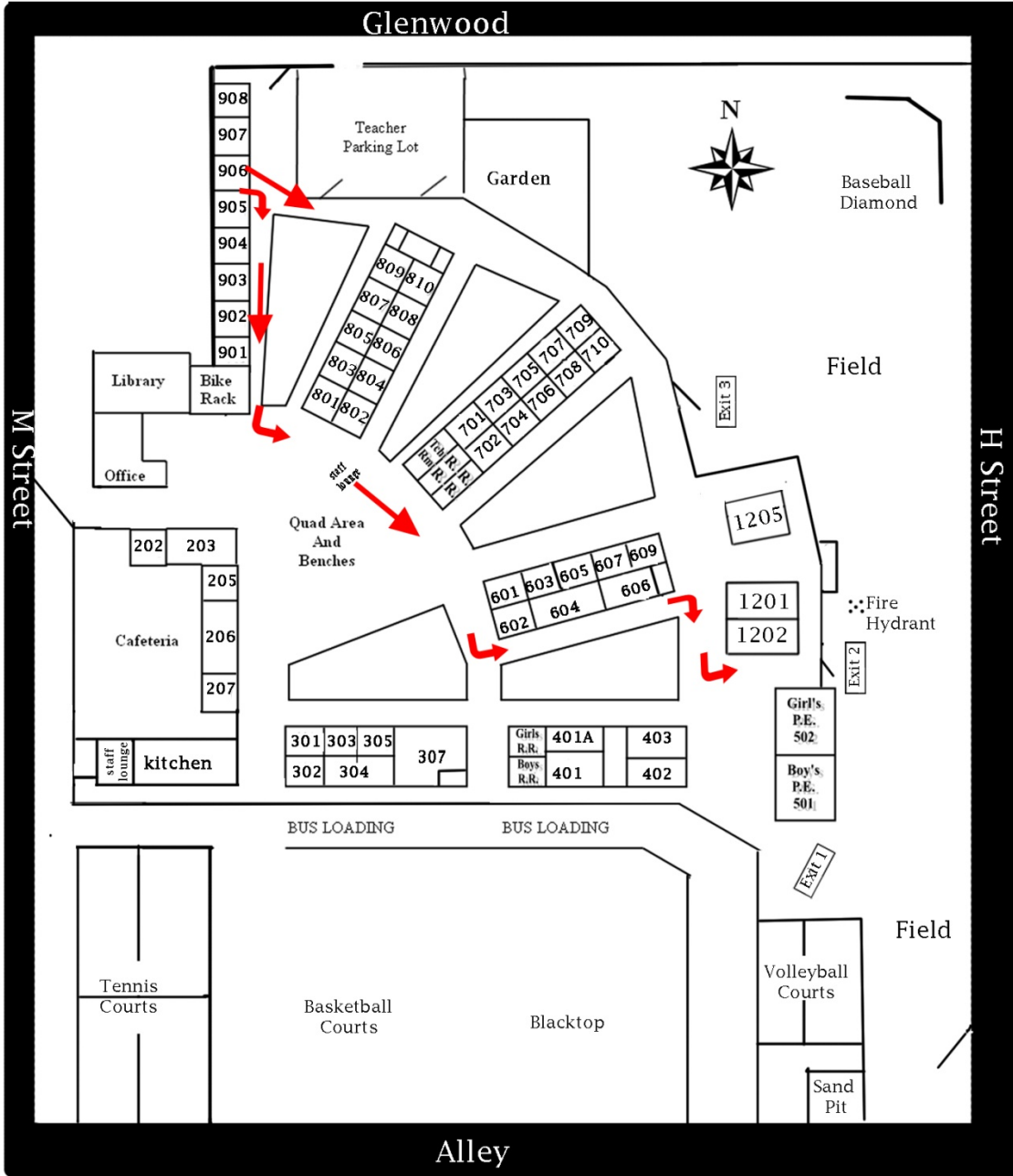
Portables 900-905 walk to flagpole and turn left past 600 Bldg. to use Exit #2

Building 700 and 800 use Exit #3

Building 600 and 1200 use Exit #2

Rooms 301, 303, 305, 401A and 403 use Exit #2

Rooms 302, 304, 307 401 & 402 exit along busalley to Exit #1



Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Norma Harrington Elementary School
CDS Code: 56725386055297
District: Oxnard School District
Address: 451 E. Olive St.
 Oxnard, California, 93033
Date of Adoption:

Approved by:

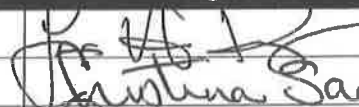
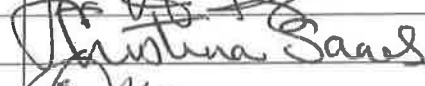

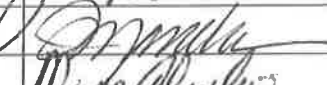
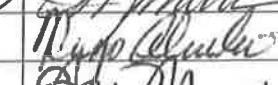
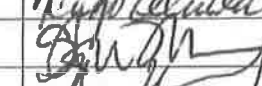
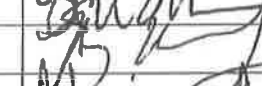

Name	Title	Signature	Date
Luis H. Ramirez	Principal		2/1/18
Cristina Sanchez	Office Manager		2/6/18
Brandon Mascorro	School Resource Officer		2/7/18
Irene Zavala	Counselor		2/7/18
Hugo Alcala	ORC		2/7/18
Stacie Thurman	Teacher (PBIS Member)		2/7/18
Hugo Hernandez	Lead Custodian		2/7/18
Maria Mondragon	SSC Parent		2/07/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Norma Harrington Elementary School's office.

Safety Plan Vision

Harrington School is a Professional Learning Community committed to the teaching of the California Content Standards to ensure the achievement of all students. We commit to providing a learning environment that is open to diversity and respectful of the differences in culture and socioeconomics that our students bring to our school; these differences enrich the environment of Harrington elementary. As a staff, commit to work together in partnership to bring about the ultimate well-being of all of our students. At Norma Harrington we strive to create a safe and positive environment that supports learning by practicing Restorative Discipline both in the classroom and during unstructured time.

Components of the Comprehensive School Safety Plan (EC 32281)

Norma Harrington Elementary School Safety Committee

Luis H. Ramirez, Principal

Cristina Sanchez, Office Manager

Brandon Mascorro, School Resource Officer, OPD

Stacie Thurman, Teacher

Hugo Alcala, ORC

Irene Zavala, Counselor

Assessment of School Safety

- The school administration shares suspension reports, and school behavior data with SSC, ELAC and PTA in order to receive feedback and maintain transparency with our school community.
- The OPD will conduct an annual safety assessment of school including the traffic in the morning and after school and report findings to the school administration.
- The Lead Custodian, and the principal will make monthly safety inspections. Any safety issues reported, or observed will be communicated to administration will be handled by the lead custodian through completed appropriate paperwork to correct problems as needed.
- Risk Management from DO conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- Safety committee will meet on a regular basis to review components of the plan.
- Members of the safety committees such as Search and Rescue and First Aid will attend annual training provided by the District Office.
- SRO is present for whole evacuation drills

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency.”

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) “GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.
- D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.
- F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520
Los Angeles: KNX 1070
Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7
Los Angeles: KBIG 104.3
Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual

orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students will be held to the Harrington School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing, or call home to have proper clothing items brought to school. Parents may be called at home or work to bring appropriate clothing to school. The following will be strictly adhered to:

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

California Education Code Title V. Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process. Jewelry that is considered dangerous should not be worn.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

1. Clothes should be neat, clean, and reflect good taste and decency.
2. Apparel, which draws undue attention to the wearer, is inappropriate.
3. Shoes must be worn at all times. Sandals (unless for medical reasons), thongs, high-heels or platform shoes are not permitted for safety reasons.
4. Bare midriffs, beach wear, halter tops, see-through outfits, and tube tops are not permitted. Spaghetti strap tops or dresses are also not permitted.
5. For the sake of modesty dresses, skirts and shorts should be at least 14 inches long from the waist to the hem. Cut-offs, short shorts and skin tight work-out or bicycle-athletic shorts are not permitted.
6. Pants with holes, bib straps hanging, cut or ragged cuffs or pants with belt straps hanging are not appropriate school attire.
7. Shirts with beer, alcohol, drugs or tobacco slogans are not to be worn. This includes shirts with obscene pictures, drug emblems or objectionable language.
8. Oversized clothing or shorts below the knee worn with long white socks are inappropriate. Clothing considered gang attire may not be worn.

9. Hats may not be worn except for special activity days or sports activities.
10. Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Student drop off and pick up has been identified as a concern the school's physical environment. The front parking lot is for staff parking and should not be used as a drive through to drop off students. Additionally parents should not drive in the exit at the end of the school day to pick up their child. Students should walk on the sidewalk and within the crosswalk area. This information is also shared in assemblies and with the parents at parent meetings. Safety issues are also shared through Connect Ed. as well as the monthly VIA

Specific procedures include:

- No students are allowed on campus before 7:35 AM
- Only students that eat breakfast can enter the campus and go directly to the cafeteria at 7:35. (All TK and K students assemble in the designated areas in the front of the school for arrival and dismissal.)
- Students must enter and exit through the front of the school. Once permanent fence is installed in 2017, students will have a back gate on Gisler to enter through to alleviate congestion on Olive Street.
- Breakfast is served from 7:35- 7:50
- Students can go out to the playground at 7:50
- School begins at 8:00, there is a two minute warning bell at 7:58
- Harrington campus supervisors assist students at arrival and departure for safety
- Use caution during arrival and departure times, especially on Olive St. Be patient and safe. Do not play in, on or around stairs, and stairwells.
- Cross streets at designated cross walks
- Dismissal time is 2:19, (Wednesdays 1:17) park outside of the school when waiting for children.
- Teachers supervise classes as they are dismissed for a safe and orderly dismissal.
- Parking lots are for Harrington Staff Only

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School wide positive behavior support

Opportunity for Improvement:

Harrington Elementary encounters many challenges with student behavior during unstructured time. Additional campus supervision and skill building for students to play harmoniously and resolve conflict is an on-going need.

Objectives	Action Steps	Resources	Lead Person	Evaluation
The Teachers and students will adhere to the Lesson One "Pledge for Success".	Recite Pledge for success, family time, and practice self-control time.	Program materials exist at school	Principal	Teachers lesson plans, grade level minutes
Staff will continue regularly scheduled, SSC, ELAC, PTA and other parent meeting to encourage parent involvement.	Schedule regular meetings	N/A	Principal	Agenda & Minutes
The principal will have positive behavior assemblies with students every trimester or as often as needed.	Schedule on the Master Calendar with Leadership Team input	N/A	Principal, Office Manager and School Leadership Team	Calendar
Students will be encouraged to participate in community events.(speech, art, athletics etc.)	Will distribute information to teachers and students	N/A	Principal and Leadership Team as well as corresponding school committee members	Representatives
CHAMPS protocols will continue to be developed for student safety.	CHAMPS trained staff members will develop school-wide protocols and instruct students on behavior expectations	District sponsored training through VCOE	CHAMPS Trained Staff Members	Development of CHAMPS protocols
Add supervision during unstructured student time (recess and lunch).	Adjust budget to add more hours of supervision.	Alignment of budget to add more campus supervision and training of staff members	Principal and Leadership Team	Number of Campus Supervisors and hours worked daily.

Component:

School's Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Site based Response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Will assure that the campus is secure on a daily basis. Open campus has key points that need constant supervision.	Campus assistants will be assigned to gates during arrival and dismissal. Counsel/Train staff to use proactive supervision and visibility as a deterrent.	Alignment of budget to add more supervision and training.	Principal, Office Manager	Observation/Incident Reports
Will have the custodian walk the campus every morning to notice and report hazardous conditions.	Submit work orders to clerk as needed	D.O Support	Custodian	Observation/Work Orders
Will continue to ensure that visitors on campus sign-in in the front office and receive a decal signifying they have checked in.	Have sign and decals available in front office.		Office Manager	Sign in sheets
Newly added fencing provides a closed campus with all visitors only having access to school through main office.	Ensure signage directs all visitors to front office. Campus assistants to ensure this is followed.	Campus assistants. D.O to create signs	Administration and office manager	Sign in sheets

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site based responses (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Will have monthly drills to build staff and students resiliency.(fire, earthquake, lock down)	Schedule drills, coordinate with SRO when appropriate. Train teachers in-charge on fire drills, lock down and incident command protocols.	Site, OPD, D.O	Principal, Office Manager Designee	Calendar, bulletin/debrief, Teacher feedback
Ensure plan is reviewed and adjusted as needed	Provide opportunities to have plan reviewed by stake holders	School Site	Principal, SSC	Minutes from meetings, feedback from teachers and parent groups such as ELAC, PTA, OPD

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Norma Harrington Elementary School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

GOALS

We want our students to develop a sense of values and to become responsible productive members of society.

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- I will eat breakfast, arrive at school on time, be prepared to work, complete all assignments to the best of my ability, be respectful of others and their opportunity to learn.
- I will be responsible for my own behavior; that means following the classroom, school, and playground rules.
- I will follow the schools uniform/dress code policy.
- I will take care of all school materials, property and facilities.
- I will participate in extra learning opportunities as requested.

Expectations for Parents

- I will support the school and district homework, discipline, attendance, and uniform/dress code policies.
- I will spend at least 30 minutes daily in reading or study activities with my child & encourage him/her to complete their homework by providing a quiet place/time for study.
- I will make sure my child arrives to school on time, gets adequate sleep and has a healthy diet.
- I will attend at least one school evening function and parent conferences as requested.
- I will ensure that my child participates in academic interventions and support programs if my child is below grade level in reading, writing and/or math.

Expectation for Teachers

- I will teach a standards based instructional program and assign appropriate homework.
- I will provide instruction and assistance to address the individual needs of your child.
- I will communicate with you regularly regarding your child's progress and coordinate needed intervention.
- I will participate in providing a safe, positive and healthy learning environment for your child.
- I will participate in professional development to increase my teaching expertise.

Expectations for Administrators

- I will assure that all students will have equal access to a standards based curriculum.
- I will utilize all available resources to provide a safe, clean and healthy school environment.
- I will foster a climate of open and frequent communication between the home and school.
- I will promote the appreciation and value of language and cultural diversity.
- I will monitor program implementation and student results of the standards based curriculum.

Harrington School has a school-wide skills program that all students and staff are trained in called Lesson One. All staff and students are expected to recite and follow the pledge on a daily basis.

LESSON ONE

Pledge for Success

A Promise I Make to Myself

I will listen to what others have to say.

When I wait my turn to speak. I can hear what everyone has to say.

I will try my best.

Even when I make mistakes, I learn from them. The most important thing is to keep trying.

I will treat others the way I would like to be treated.

Pushing, fighting, bullying, name-calling, and treating others badly hurts them and hurts me.

I will respect the diversity of all people.

Whether we are the same or different on the outside, it's the person we are on the inside that counts.

I will remember that I have people who care about me in my family, school, and community.

Families, like schools and communities can be many sizes and made up of all kinds of people.

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Student Conduct, Concerns and Consequences:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or (3) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- l) Knowingly received stolen school property or private property.

- m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance
- Not adhering to the school dress code;

- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct.

SCHOOL RULES AND PROCEDURES IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

- (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
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- Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
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The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the SSC, and updated on March 1st.

Safety Plan Appendices

Emergency Contact Numbers

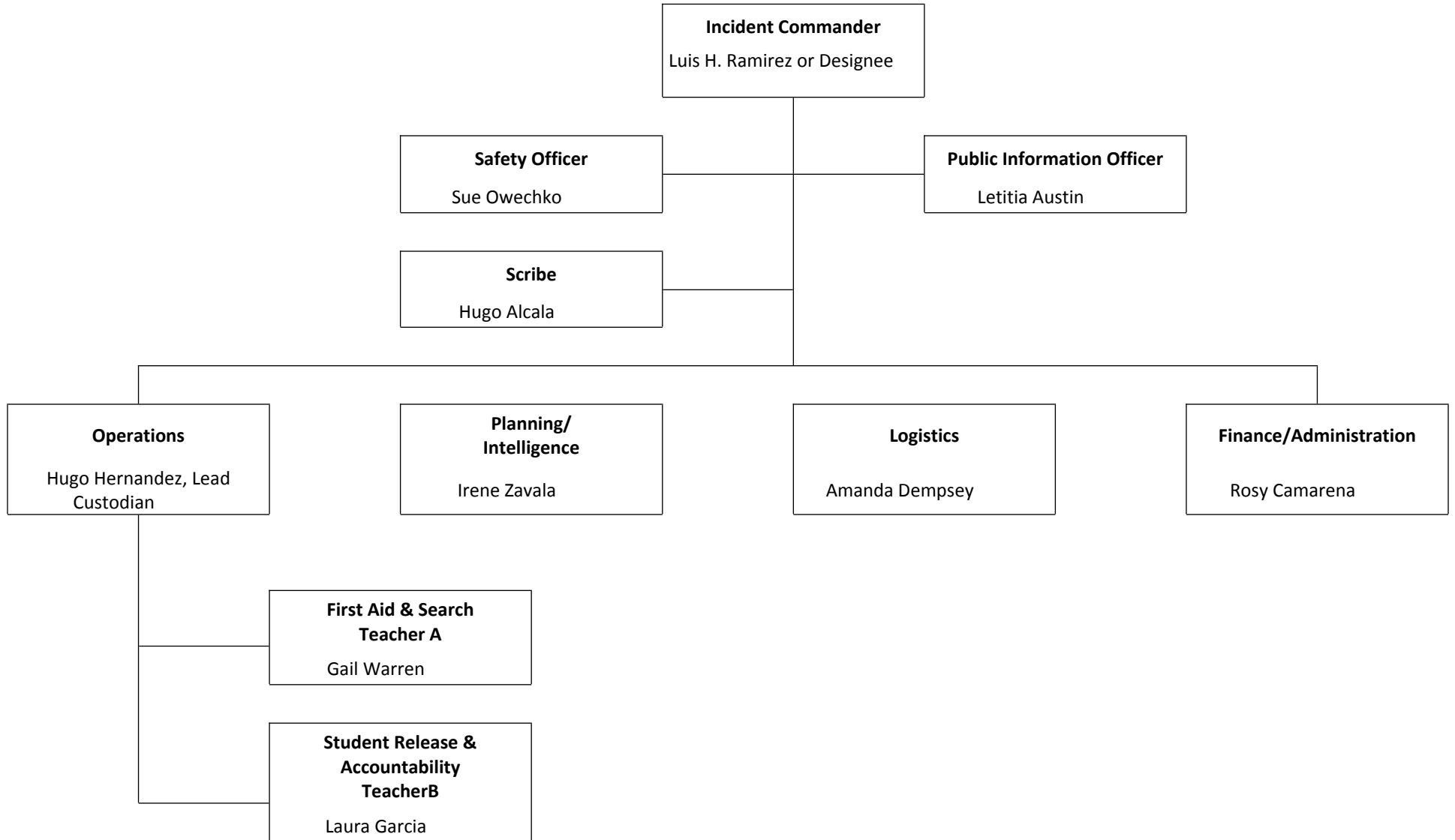
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	805-654-2311
Law Enforcement/Fire/Paramedic	Oxnard Police Department	911 from a land line; 486-1663 from cell phone	Non-emergency number (805) 385-7740
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review plan with safety committee at each regular scheduled meeting. January/February review plan with Leadership Team, Safety Committee and School Site Council. Update plan by March of each year.	January 2018	Walked campus with OPD SRO to receive input and guidance. Safety committee reviewed and offered feedback to plan. School Site Council provided input.
Chat with the Principal, ELAC	February 2018	Shared plan to receive input, comments and concerns
Newly formed PBIS team will begin the work to lead ongoing review of plan and recommend changes etc.	February 2018	All members have received copy of both PBIS draft and Safety Plan

Norma Harrington Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

This procedure should be implemented when the presence of a dog, coyote, mountain lion, or any other wild animal threatens the safety of students and staff.

Procedure

1. The School Administrator will initiate appropriate immediate response actions, which may include Lock Down or On-Campus Evacuation procedures.
2. Upon discovery of an animal, school staff should isolate students from the animal, if it is safe to do so. If the animal is outside, students will be kept inside. If the animal is inside, students will be kept outside in an area away from the animal. It is best to close doors and lock gates as a means to isolate the animal.
3. If additional outside assistance is needed, the School Administrator will call 9-1-1 and provide the location of the animal and nature of the emergency.
4. The School Administrator will notify the District Superintendent of incident and keep District Superintendent apprised of the situation. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
5. If a staff member or student is injured, school medical personnel should immediately be notified. The parent or emergency contact of the injured person should also be immediately notified.
6. The School Administrator will initiate Off-Campus Evacuation procedures, if deemed necessary by changes in conditions at the school campus.
7. In the event that students need to be released from the school site, refer to Parent-Child Reunification procedures.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 or 2 procedures, depending on nature of threat
3. Remain on Lockdown until "All Clear" is declared by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.

2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1). Direct all students and staff to remain indoors.
 - 2). Direct all heating and ventilation systems to be shut down.
 - 3). Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately, they will alert the Facilities and Transportation Department.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM) call 911.
3. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
4. Contact the Fire Department for possible Hazardous Materials Team deployment.
5. Notify all on campus After School/Day Care providers.
6. Notify all employees including Crossing Guards and volunteers.
7. Render first aid if necessary.
8. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
9. Direct all students and staff to remain indoors until it is safe or directed otherwise.
10. Direct all heating and ventilation systems (HVAC) to be shut down.
11. Direct all windows to be closed.
12. Establish Command Post and implement the Incident Command System
13. As word of the incident spreads, be prepared to release students to parents or guardians.
14. Release students ONLY to a person listed on the emergency card.
15. The decision to evacuate the site will be made by the Superintendent or his designee based on the recommendations of the principal and/or by competent civil authority.
16. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
17. Should the event occur at the start of the school day, notify the following of the emergency:
18. If contamination is present after the school day, the district facilities department will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROPs and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
4. Chemical involved, including how much and when the drift occurred.
5. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
6. Mitigating actions (showering, bagging of clothing, etc.).
7. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
2. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
3. Place copies of the notice in the front office.
4. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application, i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application.
5. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
6. All windows and doors are to be closed and locked.
7. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
8. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
9. Outdoor drinking fountains are to be covered with plastic.
10. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.
For example, area of "standing water" should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.
5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.

8. Upon receiving the “all clear” release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children’s safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" by sounding long bell or giving evacuate classroom command by bull horn, when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.

14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

Temporary disruption of regular school functions and routines

Significant interference with the ability of students and staff to focus on learning

Physical and/or psychological injury to students and staff

Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Building 500

Building 400

Building 300
1st Floor

Building 200

Building 300
2nd Floor

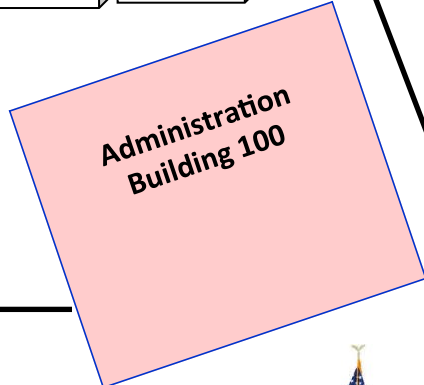
Emergency
Supply

C

Legend:

- Second Floor
- First Floor
- Stairs

Command Post

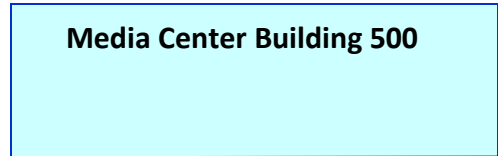
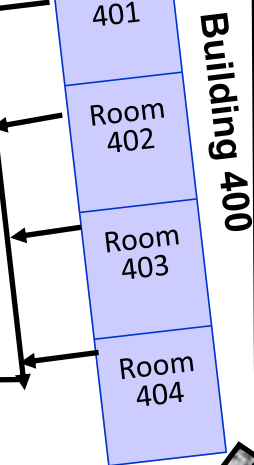
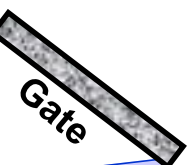
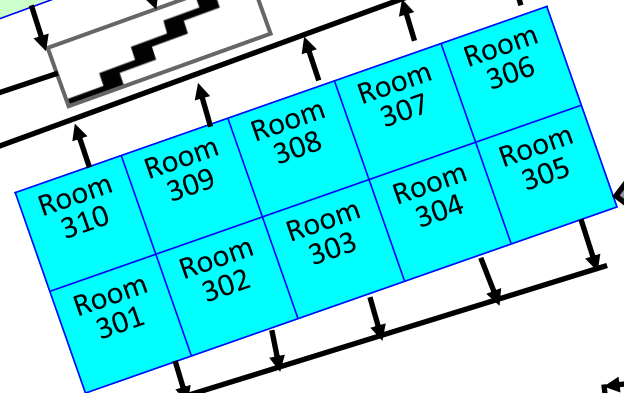
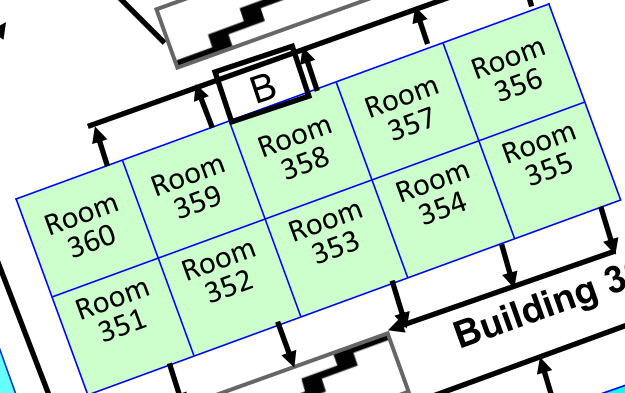
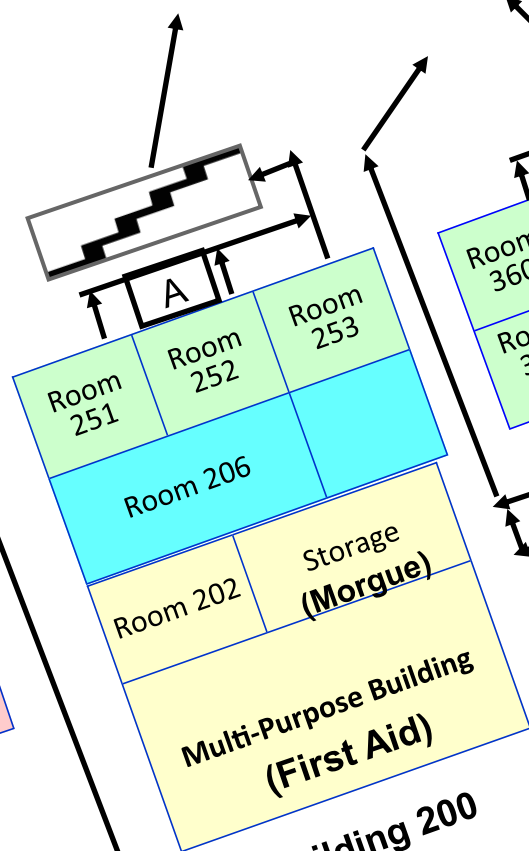


Administration
Building 100



Gate: Main Entrance

Harrington Elementary School
451 East Olive Street
Oxnard CA 93033
Tel. No. 805-3851542



Media Center Building 500



Utility Shutoff

Gisler Avenue

East Olive Street

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Richard B. Haydock Academy of Arts and Sciences
CDS Code: 56725386055305
District: Oxnard School District
Address: 647 W. Hill Street
 Oxnard, CA 93033
Date of Adoption: January 24, 2018

Approved by:

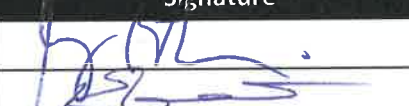


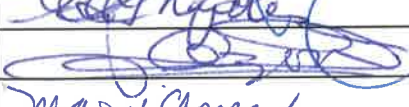
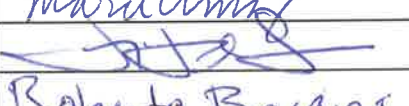



Name	Title	Signature	Date
Greg Brisbine	Principal		1/23/18
Eduardo Guarena	Assistant Principal		1-23-18
Elva Gonzalez-Nares	Assistant Principal		1-23-18
Officer John Mora	School Resource Officer		1-31-18
Suzanne Dempsey	OEA Representative/SSC Chair		1-31-18
Monica Garcia-Napoles	OSSA Representative		1-23-18
Efrain Cazares	CSEA Representative		1/23/18
Marie Ambriz	Office Manager		1-23-18
James Sisco	Teacher		01/25/18
Roberto Barajas	Lead Custodian		1-23-18
Jessica Vargas	Parent/ELAC President		01-23-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Richard B. Haydock Academy of Arts and Sciences's office.

Safety Plan Vision

At Richard B. Haydock Academy of Arts and Sciences, we embrace the Oxnard School District vision, "Educate, Inspire, and Empower," and recognize that a safe school is paramount to our students' educational success. Our students' many talents and skills must continually be nurtured in a safe and supportive school environment. At Haydock we are empowering, inspiring, and motivating students to become creative and productive global citizens.

We believe all stakeholders deserve to feel safe and secure while at Richard B. Haydock Academy of Arts and Sciences. We will work to create and maintain a positive learning environment that ensures the physical, emotional, and mental well-being of our entire academic community.

Components of the Comprehensive School Safety Plan (EC 32281)

Richard B. Haydock Academy of Arts and Sciences Safety Committee

Greg Brisbine, Principal
Eduardo Guerena, Assistant Principal
Elva Gonzalez-Nares, Assistant Principal
Monica Garcia-Napoles, Counselor
James Sisco, Teacher
Suzanne Dempsey, Teacher
Efrain Cazares, Site Technology Technician
Roberto Barajas, Lead Custodian
Officer John Mora, School Resource Officer
Marie Ambriz, Office Manager

Assessment of School Safety

Emergency drills are conducted on a monthly basis. Lockdown drills are supported by the School Resource Officer with feedback provided to staff. The SRO provides security recommendations to be implemented at the school site. The Oxnard Police Department and SRO are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws, and also monitor surrounding areas for student safety.

The Risk Management Department and Ventura County Fire conduct safety inspections of the campus each year. Reports are submitted and necessary changes are made by either school personnel or through district work orders.

The Lead Custodian and the assistant principal conduct periodic safety inspections of the campus. Any safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through district work orders.

Administration and campus assistants monitor student safety before school, during nutrition and lunch, and after school.

Student behavior concerns are reported through the school's Office Referral Process and tracked in the Q student data system. Attendance rates are tracked through Q, with parents notified of attendance issues through A2A.

Haydock suspension data indicated a decline in suspensions from the 2015-16 school year to the 2016-2017 school year.

In order to ensure that students engage in safe behavior and follow school expectations, the school utilizes the CHAMPS program. The school rules are posted in the student agenda that every student receives. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. CHAMPS is used as the tier I behavior system with additional supports for tiers II and III.

The Safety Committee provides feedback on safety procedures to be followed by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or

county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.

- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee’s concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student’s suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL’S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has “latitude of choice within certain legal bounds.” When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

School dress codes are reviewed annually following these board of education policies.

The focus of our dress code policy is to promote student safety.

1. Shoes must be worn at all times. Open-toe sandals and slippers are inappropriate for safety reasons. Loaner shoes are not available.
2. Bare midriffs, halter tops, spaghetti straps, see-through clothes and low cut tops are not permitted.
3. Clothes, items, or jewelry with alcohol, beer, drug, tobacco or inappropriate language or pictures are not permitted.
4. Students are not allowed to wear clothing or styles that can be considered gang affiliated.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

SCHOOL HOURS

The student day is from 8:45 am to 3:13 pm. Parents dropping students off at school should be aware that supervision IS NOT available before 8:00 am. School office hours are 7:30 am to 4:00 pm.

- Once arriving at school, students are to immediately come onto the campus and move to the cafeteria, quad, or library if there is time to spare until the first bell at 8:40 am. At 8:40 am all students are to proceed to their first period class. Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.
- Students not participating in after-school activities are to leave campus immediately by walking or bus. Students waiting for rides home via automobile need to wait in the designated pickup area located in front of the school. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS – LEAVING EARLY

Haydock Academy of Arts and Sciences is a closed campus. Students must stay on campus from the time of arrival in the morning until dismissal at 3:13 pm. Students may leave campus during school hours if a written request from a parent or guardian has been approved. The request must state time, date, and reason for leaving campus. The Back Office Secretary will issue an OFF-GROUNDS-PASS once a request is approved. Off campus absences, which are not approved in advance, are UNEXCUSED and students will be subject to disciplinary action.

Under no circumstances should a student leave campus without permission.

Parent must check in at the office in order to pick up students who are leaving campus for appointments. Only parents and guardians listed on the Emergency card with an ID can sign out for a student leaving campus.

TARDY / LATE POLICY

- Be On Time to all your classes.
- Be at your first class before 8:45 am.
- If a student is late to class without an approved reason it is a behavior infraction.
- If a student is late in the morning (after 8:45 am), he/she must report to the back office for a late slip, and then quickly go to class.
- An “excused late” will be assigned when parents have called the school with a valid excuse such as a doctor or dentist’s appointment.
- Oversleeping, missing the bus, etc., are not valid reasons for an “excused late.”
- When a student is habitually late to school (more than 3 times), the back office staff will assign an Office Detention or other consequence.
- Truant Tardy is when students arrive to school 30 minutes late. When a student is determined to have a truant tardy he/she will be assigned a consequence, be placed on an attendance contract, and possibly receive a citation.

EXCUSED ABSENCES

These can only result from illness, medical/dental appointments, court appearances, or death in the immediate family. All other absences are considered unexcused. State law does not provide any financial assistance to schools when students are absent for any reason, including excused absences.

When a student is absent, parents are expected to call the school (385-1545) the same day of the absence.

RETURNING AFTER AN ABSENCE

1. Bring a dated note from parent(s) stating the reason for the absence, with your name, grade, date of absence, and parent signature.

2. Take the note to the Attendance Clerk prior to 8:20 am to avoid being late for class.
3. Receive a readmit slip to be signed by all of your teachers.
4. If a student leaves school early, a readmit slip must be picked up the following morning.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered trancies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.
4. Having excessive tardies.

If a student is habitually late or absent from school, various measures may be taken including regular assignment to Saturday School, an alternate school placement, and referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents. In all cases of truancy, students will be assigned an office consequence.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Reinforce CHAMPS, PBIS, and WEB Programs

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Increase supervision before, during, and after school	Increase the number of Campus Supervisors or number of hours for Campus Supervisors.	Discretionary Funds	Administration	Disciplinary data outside of classrooms
2) Cultivate additional community resources to help support our students who have issues with alcohol and drugs.	Utilize PDAP program, Implement Friday Night Live after school program.	TUPE Funds	Administration and Counselors/ORC	PDAP referral rate Friday Night Live enrollment
3) Cultivate additional community resources to help support our students who have become involved in gang activity.	Utilize Triple R program	Referral forms, district funded	Administration and Counselors/ORC	Triple R referral rate
4) Encourage the appropriate use of technology on campus.	Conduct school-wide digital citizenship lessons, provide parent technology education, and teach about responsible use and cyberbullying during Advisory.	iPads Digital citizenship materials	Administration and Advisory teachers	Student survey data, Referral data for misuse of technology, Digital Citizenship classroom logs
5) Maintain the after-school Oxnard Scholars Program and the City of Oxnard Jaguar Athletic Program.	Periodically meet with the ASP coordinator and recruit coaches to support athletic program.	ASES funds	City of Oxnard	ASP attendance rate
6) Strengthen CHAMPS practices in classrooms and school wide.	Provide CHAMPS training for teachers and staff. Conduct walk-throughs of classrooms utilizing CHAMPS practices. Have CHAMPS committees share best practices during staff meetings.	Posters reflecting CHAMPS practices Videos promoting teachers utilizing CHAMPS practices properly	Administration, CHAMPS committee, Counselors	Site level CHAMPS survey data

Objectives	Action Steps	Resources	Lead Person	Evaluation
7) Implement Restorative Justice practices.	Provide training opportunities to staff.	Site funds for onsite presenters. District funds for off-site trainings	Administration	Suspension data, No Contact Contract data
8) Implement a PBIS committee.	Create a PBIS team of certificated and classified staff members. Implement school-wide PBIS programs.	Site funds District training	Administration PBIS committee	Behavior data, suspension data, classroom referrals
9) Continue implementation of WEB program.	Select 8th grade students to participate and train 8th grade students prior to school starting. Provide collaboration time for WEB coordinators. Schedule regular WEB activities.	Additional WEB t-shirts Funding to support collaboration time.	MSAP Site Coordinator WEB Coordinators	Participation percentage of 8th grade students in WEB, frequency of WEB activities

Component:

Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Regular safety inspections

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Conduct Risk Management safety inspection and make all necessary corrections.	Conduct inspection with Risk Management, make suggested corrections and submit necessary work orders.	Discretionary funds Funding to address Risk Management recommendations	Administration, Risk Management staff, Facilities staff, Custodial staff	Safety inspection documentation
2) Replace missing or broken blinds in campus rooms.	Survey rooms to determine repairs and obtain and install replacement blinds.	District-funded	Custodial staff, Facilities staff	Safety inspection documentation
3) Ensure that restrooms are all in working order.	Inspect facilities and repair where necessary.	District-funded	Custodial Staff, Facilities staff	Work orders
4) Ensure sufficient wireless and radio reception throughout campus.	Perform system checks and upgrade radios if necessary.	Discretionary funds	Administration, Campus Assistants, Custodial staff	Radio checks
5) Ensure that there are no tripping hazards with doormats and floor runners.	Inspect and replace doormats and floor runners if a safety hazard exists.	Discretionary funds	Administration and Custodial staff	Custodian and staff reporting
6) Establish and maintain a safe campus environment at night.	Ensure that sufficient lighting exists at night and keep security cameras in working order.	District-funded	Administration, Custodial staff, Facilities staff	Visual inspection by custodians
7) Create a Crisis Response Team.	Arrange NCPI training for Crisis Response Team members Team meets regularly.	Funding for NCPI training	Administration and Counselors	Team is completely NCPI trained by June 2018

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site based response, emergency bag and supplies

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) School site personnel should be prepared for various disasters.	Conduct professional development regarding actions to be taken during a disaster.	Emergency Bags and Class Rosters	Administration and Safety Committee members	Staff meeting agendas
2) School site personnel should be aware of their role in the school safety plan.	Conduct drills and training in disaster preparation	Emergency Operations Plan	Administration and Safety Committee members	Lockdown drill feedback forms
3) Conduct monthly disaster drills (including lockdown, earthquake and fire) and review and adjust procedures as needed.	Schedule and conduct disaster drills, provide feedback to staff following disaster drills, review drills at Safety Committee meetings and review lockdown procedures with staff.	Support from Oxnard PD and School Resource Officer	Administration and Safety Committee members	Conduct fire, earthquake, and lockdown drills during the school year.
4) Conduct inventory of disaster supplies and purchase additional disaster supplies, including, but not limited to, emergency bags, flashlights and batteries.	Conduct inventory of supplies and order needed supplies.	Disaster kits and supplies Funding to support purchase of supplies	Administration and Safety Committee members	All staff members have immediate access to emergency supplies. (Teacher access measured through signout of emergency kits.)

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Richard B. Haydock Academy of Arts and Sciences Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

GOALS

We want our students to develop a sense of values and to become:

- Caring Honest
- Responsible Well mannered and courteous
- Respectful Knowledgeable of right and wrong
- Fair Positive in outlook
- Compassionate Self-disciplined

BELIEFS

School Vision and Mission

Vision - Empowering, Inspiring, and Motivating Students to Become Creative and Productive Global Citizens

Mission - We provide a safe, healthy, positive, and respectful environment where creativity, critical thinking, and responsibility are fostered in all students.

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Students are expected to observe the 3 B's- "Be Prepared, Be Safe, and Be Respectful." By observing these basic guidelines, students will be able to focus on academic success and will help create a positive learning environment for all.

Expectations of Students

- Be regularly in school attendance and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.
- Positive Behavior Support System (CHAMPS)

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without “body contact.”
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Positive Behavior Support

- Awards Assemblies
- Attendance Awards
- Academic Awards
- Character Awards
- CHAMPS- Safe and Civil Schools
- Opportunity Program
- Daily Advisory Program

Student Conduct, Concerns and Consequences:

Student conduct which prevents students from learning or teachers from teaching will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others’ right to learn.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act directed toward a pupil or school personnel.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
 E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;

- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

- (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - Committed or attempted to commit robbery or extortion.
 - Caused or attempted to cause damage to school property or private property.
 - Stole or attempted to steal school property or private property.
 - Possessed or used tobacco, or tobacco products.
 - Committed an obscene act or engaged in habitual profanity or vulgarity.
 - Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - Disrupted school activities or otherwise willfully defied the valid authority
 - Knowingly received stolen school property or private property.
 - Possessed an imitation firearm.
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 - (2) Brandishing a knife at another person.
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(c)(4) Committing or attempting to commit a sexual assault.

(c)(5) Possession of an explosive.

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Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

The safety plan will be reviewed annually to determine if changes need to be made.

The safety committee will meet regularly and discuss any safety concerns to determine if changes need to be made prior to the annual review.

If the safety plan needs to be amended prior to the annual review, the safety committee will create an amendment to be attached to the safety plan.

The effectiveness of the safety plan will be evaluated via a variety of data. These data include police reports, suspension and expulsion data, William's facilities inspections, UCP reports, injury reports, etc.

Safety Plan Appendices

Emergency Contact Numbers

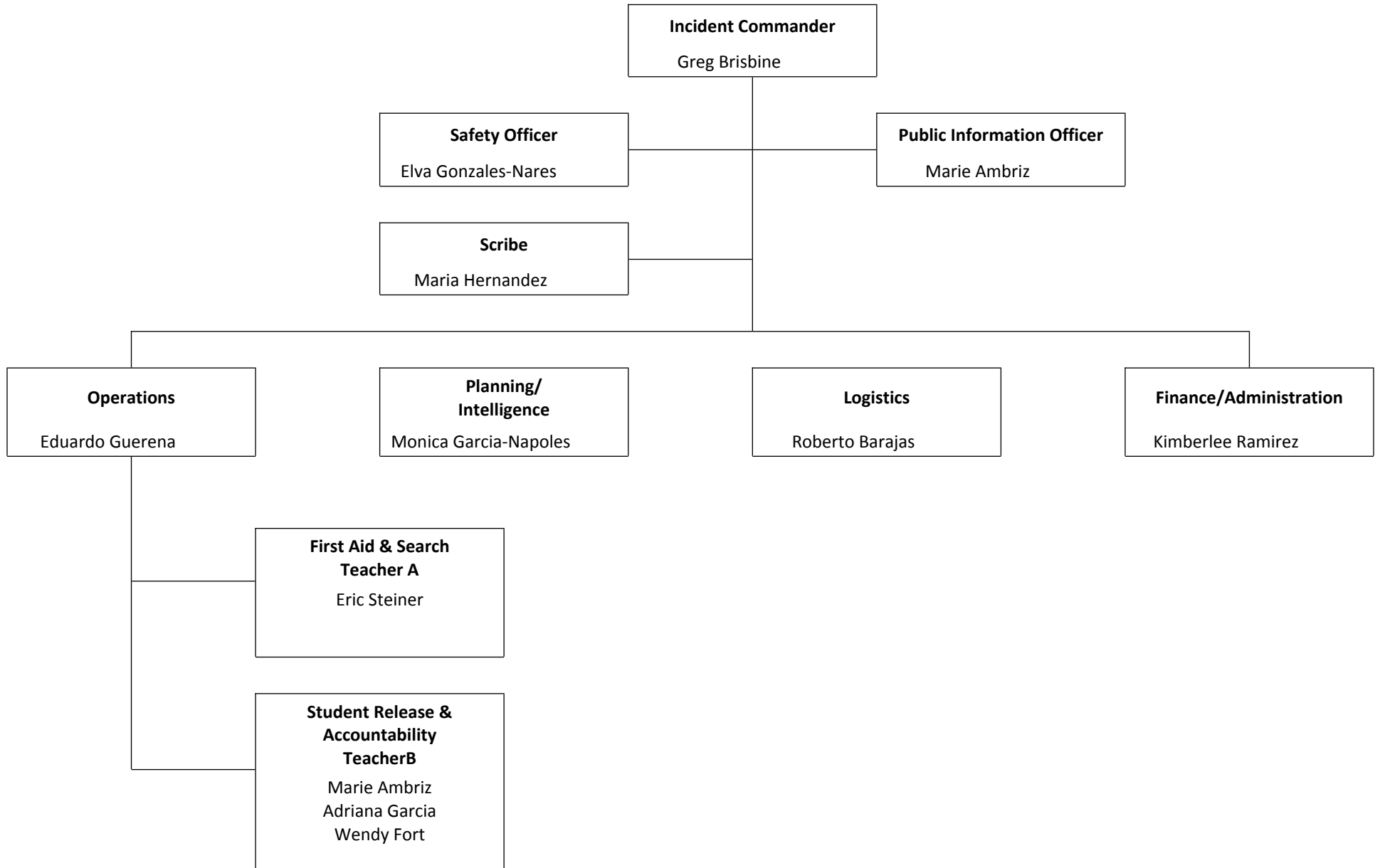
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review safety procedures with staff	August 29, 2017, October 17, 2017 3:30 - 4:30 pm	Campus gate security and fire/earthquake drill procedures reviewed
Site Administration Team Meeting	January 19, 2018 7:45 - 8:30 am	Review of School Site Safety Plan Haydock Academy Administrative team discussed the School Safety Plan, provided updates, and discussed the implementation.
Safety Committee Meeting	January 22, 2018 3:15 - 5:00 pm	Review of Safety Plan. Recommendations made.
ELAC	January 24, 2018 6:00 - 7:30 pm	Review of Safety Plan. Recommendations made.
School Site Council	January 24, 2018 4:30 - 6:00 pm	Review of Safety plan. Recommendations made.

Richard B. Haydock Academy of Arts and Sciences Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harmed or hurting anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - a) Direct all students and staff to remain indoors.
 - b) Direct all heating and ventilation systems to be shut down.
 - c) Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM), call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.
5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 - a. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 - b. Direct all heating and ventilation systems (HVAC) to be shut down.
 - c. Direct all windows to be closed.
7. Establish Command Post and implement the Incident Command System.
 - a. As word of the incident spreads, be prepared to release students to parents or guardians.
 - b. Release students ONLY to a person listed on the emergency card.

8. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
9. Contact the Fire Department for possible Hazardous Materials Team deployment.
10. The decision to evacuate the site will be made by the Superintendent/designee based on the recommendations of the principal and/or by competent civil authority.
11. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
12. Should the event occur at the start of the school day, notify the following of the emergency:
 - a. District Office
 - b. Facilities and Transportation
 - To alert bus drivers / crossing guards
 - Check safety of students at any affected bus stops and popular walking route to/from school.
 - c. Police Department
13. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROPs, and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
 - a. Chemical involved, including how much and when the drift occurred.
 - b. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
 - c. Mitigating actions (showering, bagging of clothing, etc.).
 - d. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
 - a. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
 - b. Place copies of the notice in the front office.
 - c. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application (i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application).
2. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
3. All windows and doors are to be closed and locked.
4. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
5. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
6. Outdoor drinking fountains are to be covered with plastic.
7. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.
For example, area of "standing water" should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.
5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the "all clear," release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.

2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a “Lockdown”.
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (i.e. driver’s license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal “all clear.”

Earthquake

A. IF INSIDE A SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK, COVER, AND HOLD." Stay inside the building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Evacuate the building after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to the principal/designee.
8. The principal/designee is to establish a command post, assess damage, activate search team, and activate the incident command system.
9. Activate a buddy system; determine the needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires, and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees.
2. The bus driver will issue the command, "DROP – TAKE COVER."
3. Turn off ignition and set brakes.
4. Wait until the earthquake is over.
5. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. "DUCK, COVER, AND HOLD" command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.

6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate the building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at a safe distance from the fire/fire-fighting equipment.
4. Assist the disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as EVACUATION OF THE SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials, and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.

- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

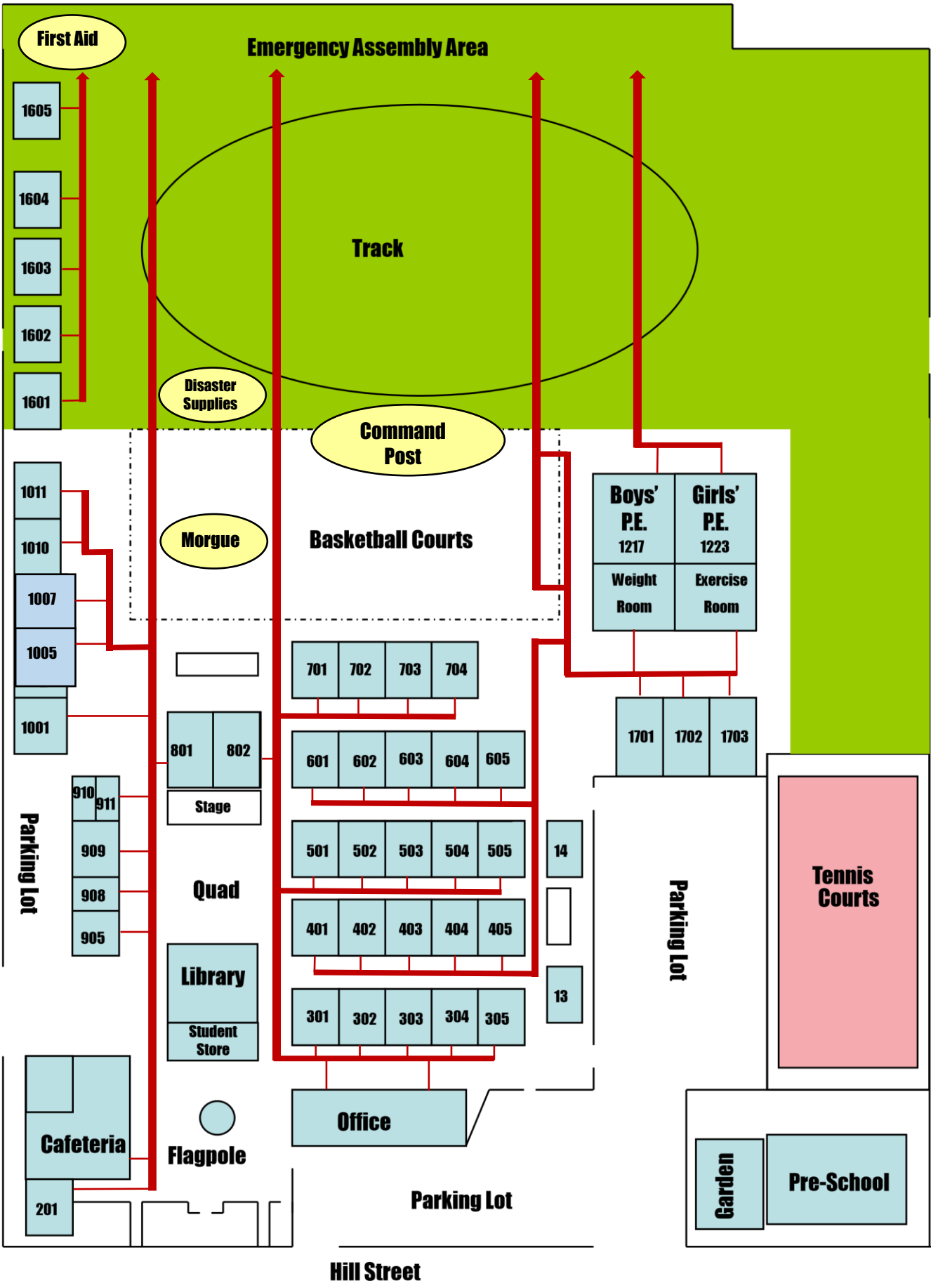
Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map



First Aid

Emergency Assembly Area

1605

1604

1603

1602

1601

Disaster Supplies

Track

Command Post

1011

1010

1007

1005

1001

Morgue

Basketball Courts

Boys' P.E.
1217

Girls' P.E.
1223

Weight Room

Exercise Room

Alley

910

911

909

908

905

801

Stage

701 702 703 704

601 602 603 604 605

501 502 503 504 505

401 402 403 404 405

301 302 303 304 305

1701 1702 1703

201

Cafeteria

Quad

Library

Student Store

Flagpole

Office

Parking Lot

Hill Street

Parking Lot

Tennis Courts

Garden

Pre-School

14

13

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Kamala/San Miguel School
CDS Code: 567253860539
District: Oxnard School District
Address: 634 West Kamala Street
 Oxnard, California 93033
Date of Adoption: October 11, 2017

Approved by:










Name	Title	Signature	Date
Jodi Nocero	Principal		2/9/18
Brian Blevins	Assistant Principal		2/9/18
Rosario Villalpando	Assistant Principal		2-9-18
Jana Devine	Teacher		2-9-18
Laura Mason	Teacher		2/9/18
Yadira Hernandez	School Site Council President		2/9/18
Brennan Pope	TOSA Academic Coach		2-9-18
Officer John Mora	OPD SRO	 5175	2-9-18
Everardo Magana	Intermediate School Secretary		2/9/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Kamala/San Miguel School's office.

Safety Plan Vision

We, the dedicated teachers of Kamala and San Miguel, are committed to reaching the needs of all our students; whatever it takes. By meeting the diverse needs of our students we will educate, challenge and empower our students to compete as productive members of our society. We realize that we must work together, be supportive and flexible with each other in order to meet Kamala's students' needs and provide them with a successful learning environment. This year we will use data analysis to guide our instruction and interventions to see what is working and what is not. We will implement the Response to Intervention model to provide extra support to students who do not respond well to regular classroom instruction and Tier I interventions. Kamala teachers are committed to the full implementation of state adopted materials, intervention programs and California Common Core grade level standards. We believe following these commitments will help us reach our goals.

We also realize that in order to provide students with a successful learning environment, we must implement a safe school plan.

Components of the Comprehensive School Safety Plan (EC 32281)

Kamala/San Miguel School Safety Committee

Jodi Nocero, Principal
Brian Blevins, Assistant Principal
Rosario Villalpando, Assistant Principal
Jana Devine, Teacher
Laura Mason, Teacher
Brennan Pope, TOSA Academic Coach
Officer John Mora, Oxnard Police Department
Mary Truax, Manager of Special Education and Pre-School Services
Everardo Magana, Intermediate School Secretary

Assessment of School Safety

Officer John Mora and the principal met and conducted a safety assessment. Following the safety assessment, Officer Mora met with the staff to debrief the assessment. The staff was advised to focus on environmental clues when arriving and departing campus to assess if there is a threat or not. Officer Mora and the principal will meet with Kamala and San Miguel staff annually to review school safety. Safety committee met and discussed procedures to follow by staff and students during emergencies. The School Resource Officer will be present for a whole school evacuation drill.

Data from office referrals, attendance rates, suspensions and the California Healthy Kids Survey is reviewed with staff and parents during meetings.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

DRESS CODE:

All students at Kamala and San Miguel Schools will be held to the Kamala and San Miguel dress code. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies:

Garments shall be sufficient to appropriately conceal undergarments at all times. (See through fabrics, halter tops, shoulder/low cut tops, short skirts or shorts shorter than mid-thigh and bare midriffs are prohibited.)

Articles of clothing, jewelry, accessories, and other personal items, shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, which bear drug alcohol or tobacco advertising, which advocate racial ethnic, religious prejudice or are affiliated with gangs.

Metal accessories and jewelry that present a hazard to the health and safety are prohibited.

Oversized clothing is inappropriate and must not create a safety hazard during physical activity.

Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.

Exceptions to dress code can only be made for medical, health reasons, and/or religious beliefs.

Dress code observes the following specifications:

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors.

4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited. Wearing of jeans or pants with rips in fabric must be worn with tights underneath.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in and the seat of pants cannot sag.
8. Wearing of hoods from jackets or hoodies are prohibited on school grounds, except at discretion of administrators.
9. Wearing of spike earrings are prohibited.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Safe Ingress:

Kamala and San Miguel are closed campuses. All students will arrive at school before the first bell (7:55 a.m.) and dropped off at the main entrance by the school office no earlier than 7:20am.

Kamala and San Miguel visitors must sign in at the school office and receive a visitor's pass before entering school campus.

If any school personnel notices an unidentified person on campus without proper identification or visitor's pass, they must report it immediately to the school office.

During ingress to San Miguel staff will meet buses to ensure students' safety when entering building.

Kamala and San Miguel are closed campuses. After second bell, campus supervisor and staff will assure all gates that lead in to campus are locked, with exception of front gate that leads to main office.

Safe Egress:

All students will be dismissed by teachers at designated dismissal time and designated areas with teacher supervision. On minimum days, kindergarten students will be signed out by parents in the cafeteria, under supervision of teachers, administrator, and campus assistants. Parents, or other authorized adult per emergency card, must show ID before signing out kindergarten students.

Parents are required to stop at office to sign out their child if leaving early.

In case of emergencies, all staff will follow the appropriate evacuation procedures as listed in the Safe School Handbook.

Teachers must be aware of all students that take school transportation and follow the schedule.

During egress, San Miguel staff will escort students to buses and to parent pick up areas to ensure safe egress.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Site-based response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Regular safety drills for Kamala and San Miguel staff scheduled	Calendar of safety drills. Provide debriefing to staff following the drill.	Staff calendar and powerpoint	Principal and assistant principal	Submit District Safety Forms
Safety meetings to review procedures	Committee updated at beginning of year.	Principal SRO Safety Plan San Miguel representative	Principal	Safe School Plan Update
Continue to review facilities annual inspection to ensure safe egress and ingress	Hold inspection	Notes from inspections	Norma Magana Principal	Report from inspection.
Safe egress from San Miguel to Kamala during emergency drills	Monitor the egress during safety drills.	Campus supervisor schedule Gate assignment schedule	Principal Assistant Principal	Safety Form
Collaboration with the Pre-schools at San Miguel School	Bi-annual meeting with directors of all pre-school programs (Head Start, County, State Pre-school and San Miguel Special Ed Pres-school) to discuss safety procedures at San Miguel. (Have gates locked at all times.)	Notes from meetings	Director of Pupil Services	Minutes of meetings
Campus Supervisor meetings to review safety procedures, concerns, and best practices	Monthly meetings	Meeting agendas Campus Supervisor playground reports	Principal Assistant Principals	Notes from meetings
Office Staff meetings to review protocols for student release	Monthly meetings	Agendas for meetings	Principal Assistant Principals	Notes from meetings
Ensure students are safe on campus during school.	School campus is locked. Adults entering campus must be listed on student emergency card and must show I.D. to pick up students from school.	Review office procedures with staff and substitutes.		
Monitor facilities to ensure environment is safe.	Lead Custodian to conduct monthly safety inspections of site and put in appropriate paperwork to fix problems as they occur.	Notes from inspections	Lead Custodian and Principal	Notes from meetings and work orders

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site-based response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Kamala and San Miguel have all emergency materials needed for disasters.	Inventory and procure needed materials for disasters including storage containers and emergency backpacks.	A storage bin on each site Emergency supplies including first aide, search and rescue, food and water and medical supplies for special needs	Principal and Lead custodian	Inventory of materials
Students will have access to medications at all times as possible.	Rolling medical cart for student medication needs at San Miguel.	Medical rolling cart	Risk Manager	Inventory of materials
Updated class rosters in each classroom emergency backpacks	Office Clerk will print monthly class rosters or update rosters as students enroll and give to teacher. Teacher will place in backpack	Class lists	Principal Office Clerk II Teachers	List is in backpack
Improve safety preparedness procedures	Use feedback data from disaster drills to reflect upon and improve emergency response procedures with Safety Committee.	Class rosters collected from disaster drills. Notes from safety meetings.	Assistant Principal	Feedback from disaster drills.

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Site-based response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Anti-Bullying awareness for all students and staff.	School counselor to give anti-bullying presentations to classes as needed or requested.	School Counselor Anti-Bullying Program Materials	School Counselor Assistant Principal School Counselor	Ongoing. (Behavior reports) Feedback from teachers, parents and students.
Cyber bullying/Social Media Presentation	OPD Officer to present to 6th-8th Grade Classes	OPD Detective School Counselor Assistant Principals	OPD	Ongoing
Positive Behavior Support Committee	Meet regularly with committee members to address behavior concerns or needs, and support CHAMPS implementation.	Committee members (teachers) Assistant Principals	Assistant Principal	Ongoing. Behavior reports.
CHAMPS positive discipline curriculum: Review implementation at Leadership meetings, with grade-level teacher representatives.	Review grade-level and school-wide implementation at Leadership, grade-level, and staff meetings.	Notes from Leadership, grade-level, and staff meetings. Behavior reports.	Principal Assistant Principals Grade-Level teacher representatives School Counselor	Ongoing. Behavior reports. Feedback from staff. Notes from leadership, grade-level, and staff meetings.
Positive School Climate	Implement CHAMPS behavior program. Assure all teachers are trained in CHAMPS. Cover CHAMPS at meetings with campus supervisors and other staff.	Notes from campus supervisor meetings. CHAMPS materials/handbook.	Principal Assistant Principals	Notes from meetings Behavior reports

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Kamala/San Miguel School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

We want our students to develop a sense of values and to become:

- Caring
- Honest
- Responsible
- Well mannered and courteous
- Respectful

Knowledgeable of right and wrong
Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.

Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.

Promote overall school safety and security for each student.

Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

Provide a framework that helps students begin a course for career and college readiness.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Be regularly in school attendance and be on time for each class.

Know and obey school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Behave in such a way that it does not disrupt the learning of others.

Respect public and private property.

Make best effort at all times.

Expectations for Parents

Assure that your child is in school and on time each day.

Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)

Be responsible for the pupil's behavior.

Teach the pupil respect for the law and the rights of others.

Visit your school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline.

Utilize opportunities for tutoring and extra help for your child.

Utilize resources and support offered to promote student achievement.

Expectation for Teachers

Provide learning experiences appropriate for each student.

Consistently enforce classroom rules and district rules and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conference.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school and district rules and policies.

Counsel with students and parents regarding disciplinary matters.

Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

Attend school regularly.

Be on time.

Be prepared for class.

Treat others with respect, care and consideration.

Promptly obey school authorities without argument.

Conserve and protect school and private property.

Engage in activities without "body contact."

Obey all school, playground, etc. rules.

Use appropriate language.

Follow district dress/uniform standards.

Use class time wisely.

Work quietly without disturbing others.

Respect the rights of others.

Complete all assignments on time.

Follow other rules which may be adopted in individual classrooms.

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.

- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Possessing -cellular telephones or electronic paging devices;
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Making threats of physical or psychological harm to students or staff.
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.

- f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
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- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or

statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

Each September, plan is reviewed with staff. Plan is reviewed at each safety committee at each Safety Committee meeting. In January, plan is reviewed with Leadership Team, Safety Committee, and School Site Council. Plan is updated by February of each year. Plan is then shared with staff and parents.

Safety Plan Appendices

Emergency Contact Numbers

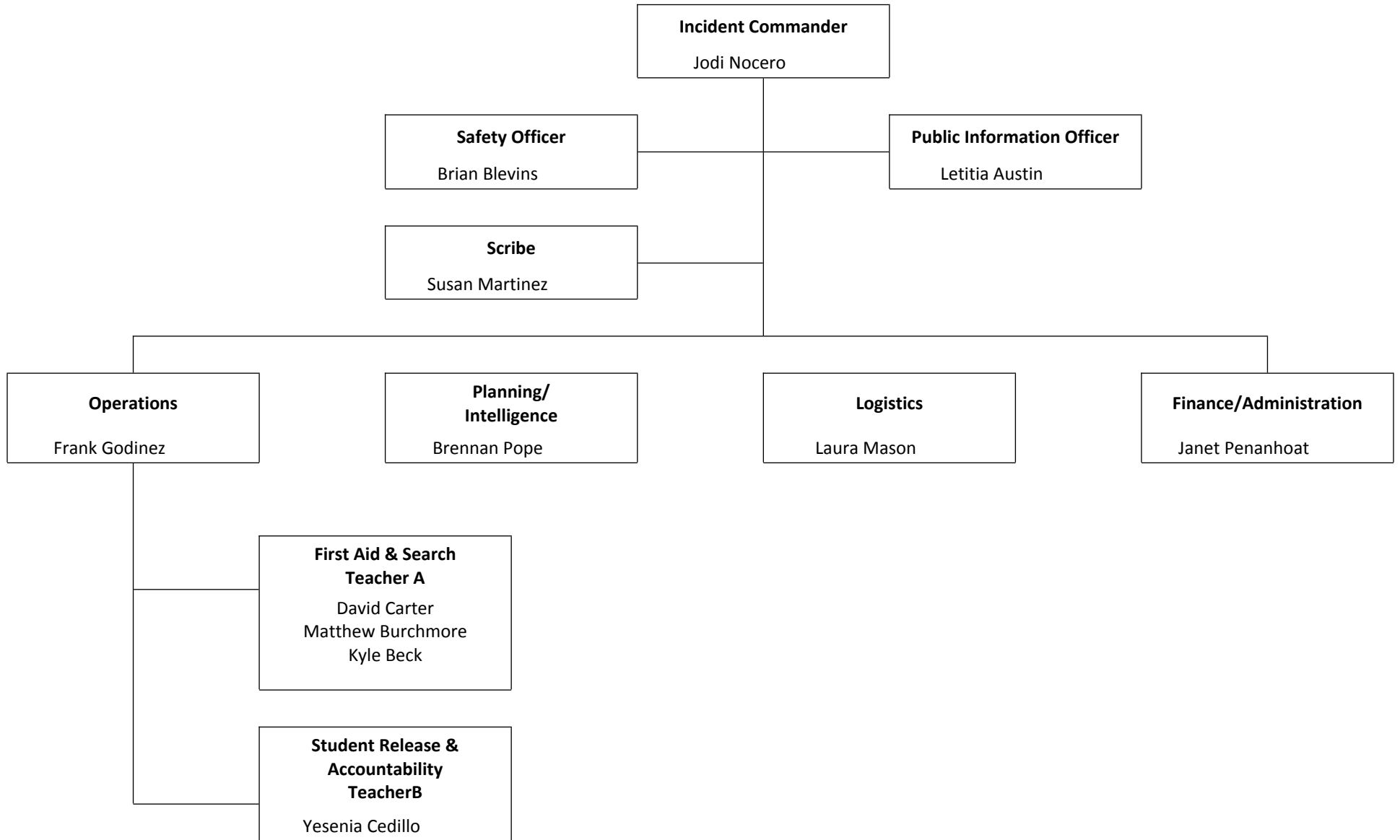
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 desde un teléfono fijo y 486-1663 desde un celular	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review with plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.		

Kamala/San Miguel School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
2. Render first aid as necessary.
3. Teachers should take roll and report missing students to the office.
4. Assist emergency responders and coordinate activities accordingly.
5. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
4. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line by saying: "Sorry, I can't hear you." etc. and complete the form entitled "Bomb Threat Report" (see form following). Try not to cause concern on the part of your students. Pay close attention to the caller's words, voice, and any background noises. Ask the caller where the bomb is located, what it looks like, and when it's going to explode.
2. Contact the Office.
3. DO NOT use radios or cellular telephones.
4. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
5. Activate the Incident Command System; Hazard Control Unit.
6. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
7. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Inform the Office of the emergency situation
2. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
3. Do not release staff or students without authorization.
4. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
5. All students and staff are to remain in their respective classrooms and work areas.
6. Lock all doors and windows and close all window blinds or curtains.

7. Avoid window areas.
8. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When directed, evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Teachers are to take roll and report missing students to the office.

7. If possible to fight small fires without endangering life, do so.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the office.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

- . Notify the appropriate utility company and the District Office.

2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Ofiice
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

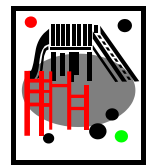
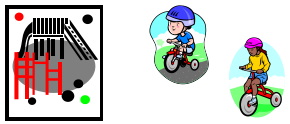
Emergency Evacuation Map

K- DLI Cortez 602	K- DLI Ayala 601
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GRR-306	1st SEI Reyes 305	1st DLI Ponce 304	1st DLI Calderon 303	1st SEI Wickenden 302	1st SEI Morales 301
ST-308					
BRR-307					

Office 101	SR	HEALTH 209
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2nd DLI Magaña 405	2nd DLI Chavez 404	2nd SEI Paolini 403	2nd SEI Donner 402	2nd Gaspar 401	GRR-406 ST-408 BRR-407
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Cafeteria 201
203 Kitchen

1st Floor

4th Burchmore 112	K SEI Aranzazu 101
4th Devine 111	
4 De Mars 110	
4/5 Haupt 109	
5th Mason 108	Common Room
	K- SEI Capitano 102
	RR
	RR
	Speech 103
	Coach ORC 104
	Tech
5th K. Lambert 107	K-5 Rm 131 Abbey RSP
	5th Fernandez Room 106
	5th Inglehart Room 105

Lopez-508	BRR-506 GRR-507	3rd SEI Galvan 505	3rd SEI Mead 504	3rd SEI Bragg 503	3rd TBE Bowe 502	3rd TBE Davila 501
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GRR-807	BRR-806	Kinder-SEI Lang 805	Library 804
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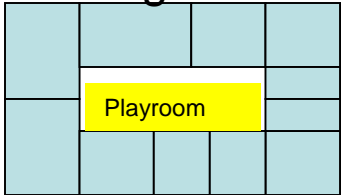


LOUNGE 209	Workroom 210
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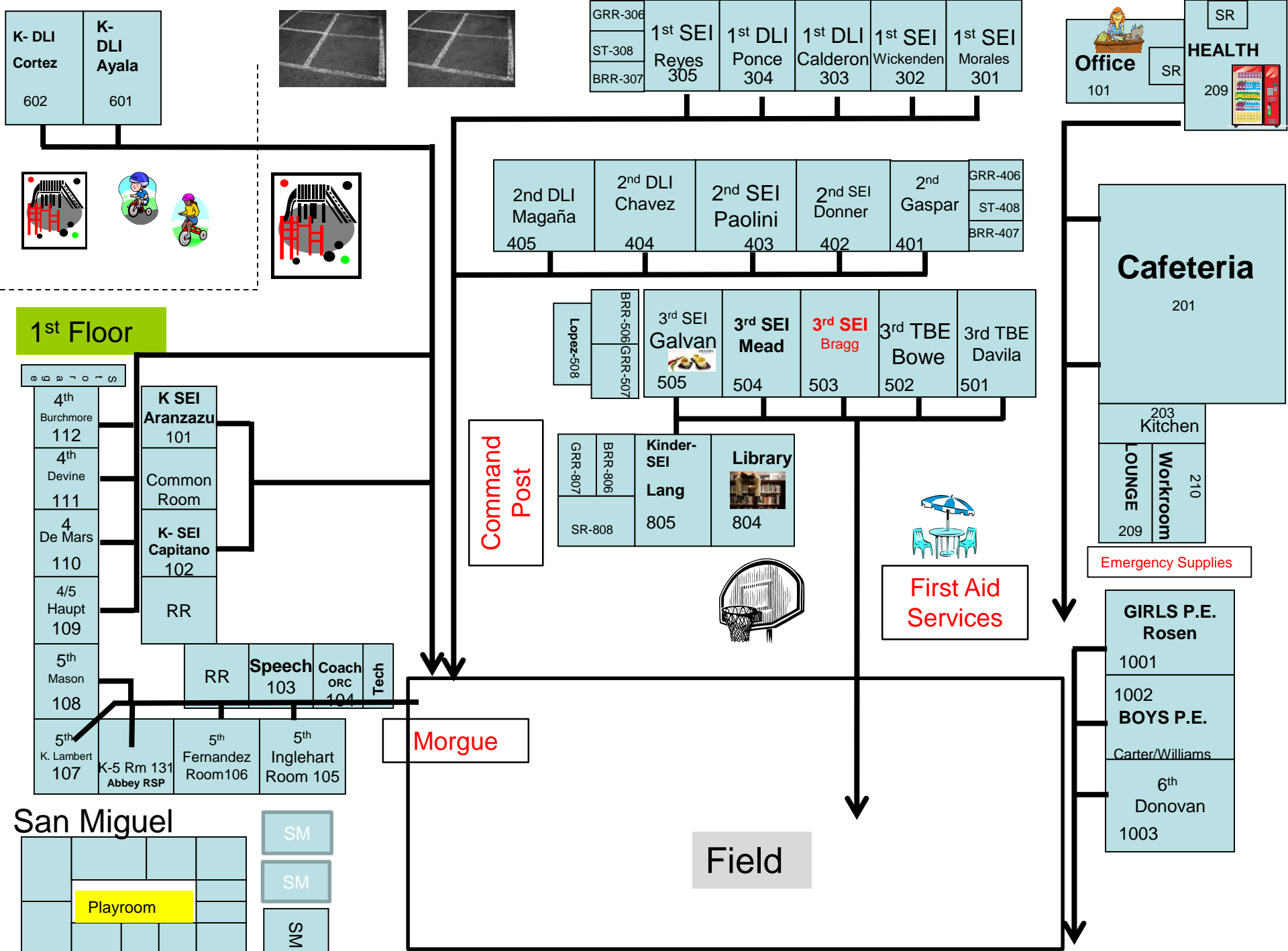
GIRLS P.E. Rosen 1001
1002 BOYS P.E. Carter/Williams
6th Donovan 1003

Field

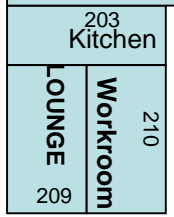
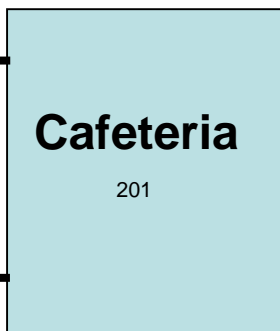
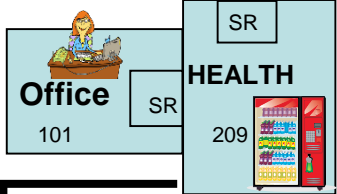
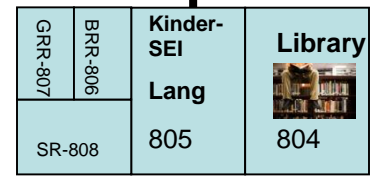
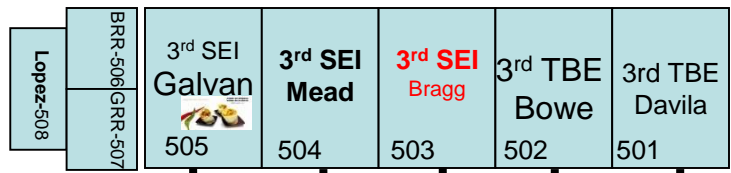
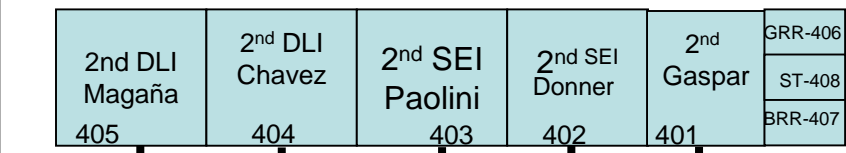
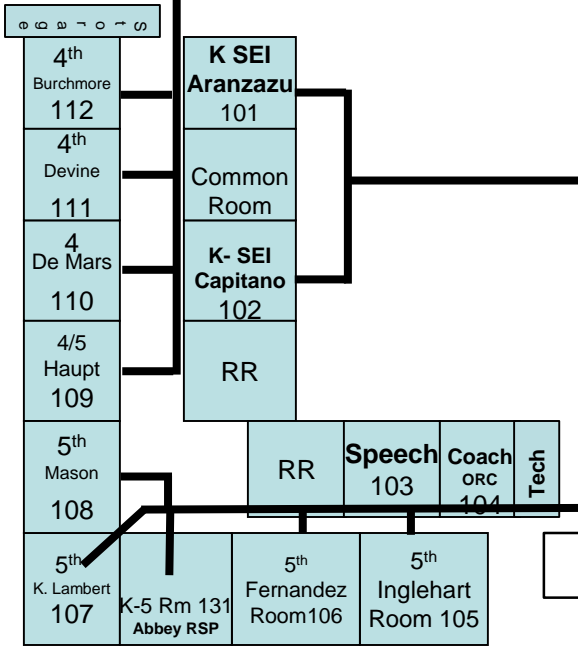
San Miguel



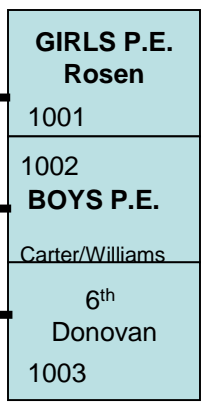
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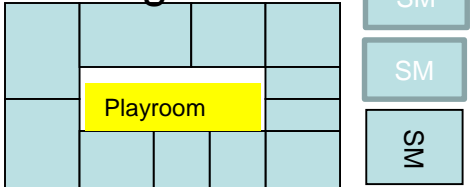
1st Floor



Emergency Supplies



San Miguel

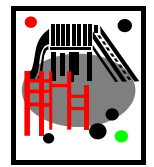
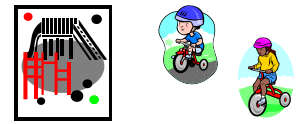


K- DLI Cortez 602	K- DLI Ayala 601
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GRR-306	1st SEI Reyes 305	1st DLI Ponce 304	1st DLI Calderon 303	1st SEI Wickenden 302	1st SEI Morales 301
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 Office 101	SR	HEALTH 209
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Cafeteria 201	
203 Kitchen	
LOUNGE 209	Workroom 210

2nd Floor

Lopez-508	BRR-506 GRR-507	3rd SEI Galvan 505	3rd SEI Mead 504	3rd SEI Bragg 503	3rd TBE Bowe 502	3rd TBE Davila 501
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GRR-807	BRR-806	Kinder-SEI Shaw 805	Library 804
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ELA 7 Avila 212	Kingston Science LABS	6th Ford 203	6th Ceja 204
SS 7 M. Burchmore 211		6th Scholbrock 206	6th Ellingsor 205
Math 7 Mejia 210	Forrest		
Math 8 Cortez 209	RR		
ELA 8 Godinez 208			
SS 8 Beck 207	Elev Johnson 6-8		Custo dian

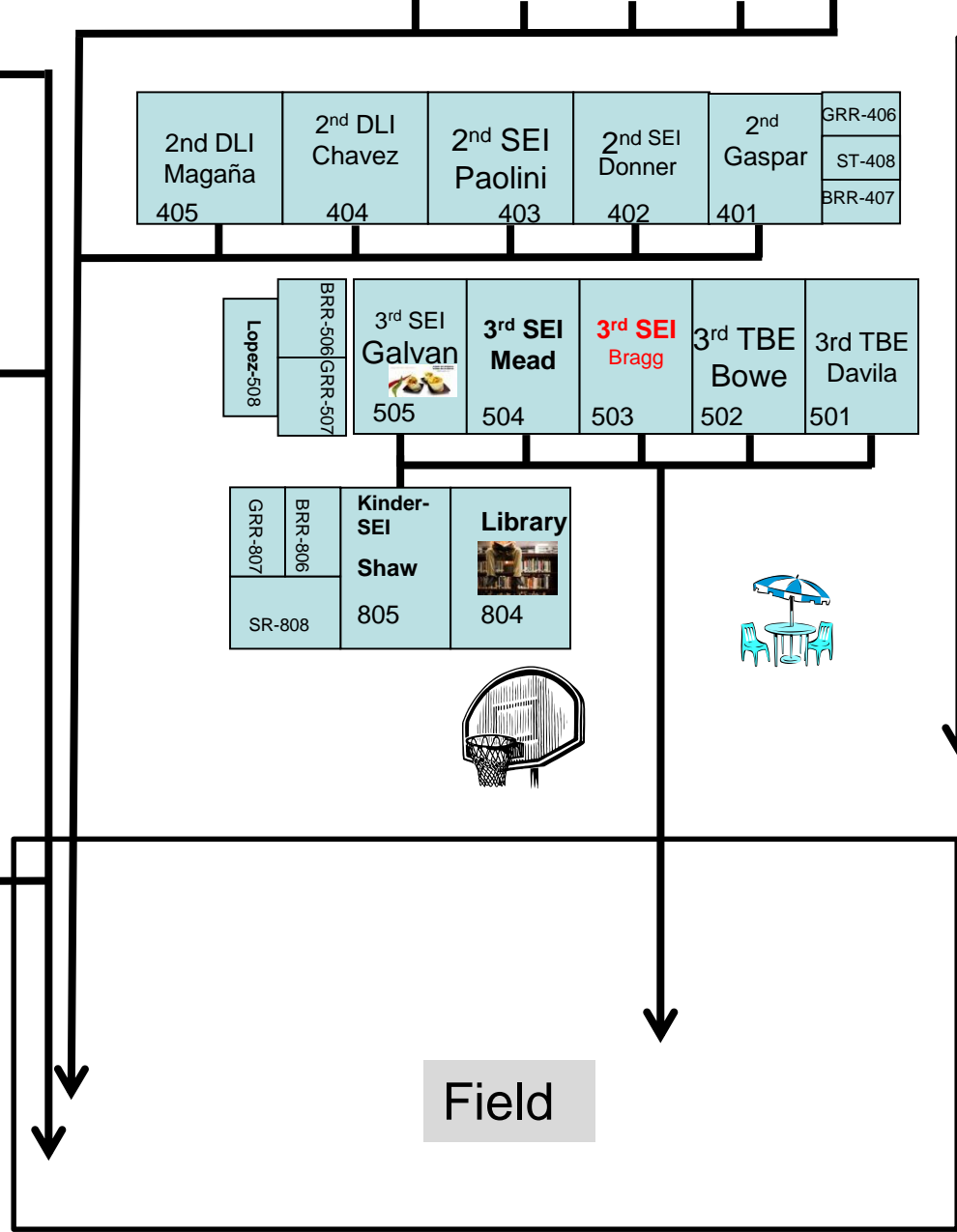
GIRLS P.E. Rosen 1001
1002 BOYS P.E. Carter/Williams
6th Berri 1003

San Miguel

	Playroom		

SM

Field

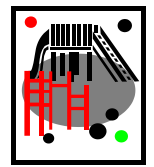
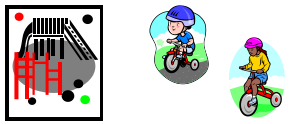


K- DLI Cortez 602	K- DLI Ayala 601
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GRR-306	1st SEI Reyes 305	1st DLI Ponce 304	1st DLI Calderon 303	1st SEI Wickenden 302	1st SEI Morales 301
ST-308					
BRR-307					

Office 101	SR	HEALTH 209
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2nd DLI Magaña 405	2nd DLI Chavez 404	2nd SEI Paolini 403	2nd SEI Donner 402	2nd Gaspar 401	GRR-406 ST-408 BRR-407
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Cafeteria 201
203 Kitchen

1st Floor

4th Burchmore 112	K SEI Aranzazu 101
4th Devine 111	
4 De Mars 110	
4/5 Haupt 109	
5th Mason 108	Common Room
	K- SEI Capitano 102
	RR
	RR
	Speech 103
	Coach ORC 104
	Tech
5th K. Lambert 107	K-5 Rm 131 Abbey RSP
	5th Fernandez Room106
	5th Inglehart Room 105

Lopez-508	BRR-506 GRR-507	3rd SEI Galvan 505	3rd SEI Mead 504	3rd SEI Bragg 503	3rd TBE Bowe 502	3rd TBE Davila 501
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GRR-807	BRR-806	Kinder-SEI Lang 805	Library 804
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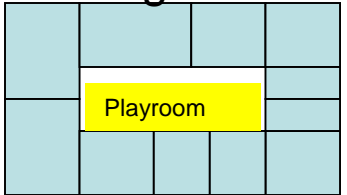


LOUNGE 209	Workroom 210
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GIRLS P.E. Rosen 1001
1002 BOYS P.E. Carter/Williams
6th Donovan 1003

Field

San Miguel



- SM
- SM
- SM

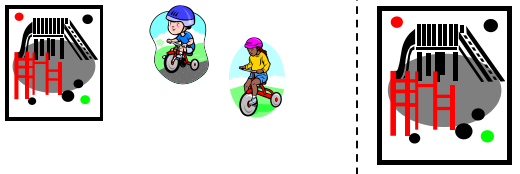
Playroom

K- DLI Cortez 602	K- DLI Ayala 601
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GRR-306	1st SEI Reyes 305	1st DLI Ponce 304	1st DLI Calderon 303	1st SEI Wickenden 302	1st SEI Morales 301
ST-308					
BRR-307					

Office 101	SR	HEALTH 209	
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2nd DLI Magaña 405	2nd DLI Chavez 404	2nd SEI Paolini 403	2nd SEI Donner 402	2nd Gaspar 401	GRR-406 ST-408 BRR-407
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1st Floor

4th Burchmore 112	K SEI Aranzazu 101	Common Room	K- SEI Capitano 102	RR
4th Devine 111				
4 De Mars 110				
4/5 Haupt 109				
5th Mason 108	RR	Speech 103	Coach ORC 104	Tech
5th K. Lambert 107	K-5 Rm 131 Abbey RSP	5th Fernandez Room 106	5th Inglehart Room 105	

Lopez-508	BRR-506 GRR-507	3rd SEI Galvan 505	3rd SEI Mead 504	3rd SEI Bragg 503	3rd TBE Bowe 502	3rd TBE Davila 501
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Command Post

GRR-807	BRR-806	Kinder- SEI Lang 805	Library 804
SR-808			



First Aid Services

Cafeteria
201

203 Kitchen
Lounge 209
Workroom 210

Emergency Supplies

GIRLS P.E. Rosen 1001
1002 BOYS P.E. Carter/Williams
6th Donovan 1003

Morgue

Field

San Miguel

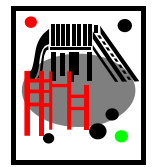
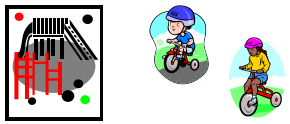
					SM
					SM
		Playroom			SM

K- DLI Cortez 602	K- DLI Ayala 601
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GRR-306	1st SEI Reyes 305	1st DLI Ponce 304	1st DLI Calderon 303	1st SEI Wickenden 302	1st SEI Morales 301
ST-308					
BRR-307					

 Office 101	SR	HEALTH 209
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2nd DLI Magaña 405	2nd DLI Chavez 404	2nd SEI Paolini 403	2nd SEI Donner 402	2nd Gaspar 401	GRR-406 ST-408 BRR-407
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Cafeteria 201
203 Kitchen
LOUNGE 209
Workroom 210

2nd Floor

Lopez-508	BRR-506 GRR-507	3rd SEI Galvan 505	3rd SEI Mead 504	3rd SEI Bragg 503	3rd TBE Bowe 502	3rd TBE Davila 501
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GRR-807	BRR-806	Kinder-SEI Shaw 805	Library 804
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SS 7 M. Burchmore 211		Forrest	
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Math 8 Cortez 209			
ELA 8 Godinez 208			
SS 8 Beck 207	Elev Johnson 6-8	6th Scholbrock 206	6th Ellingsor 205
			Custodian

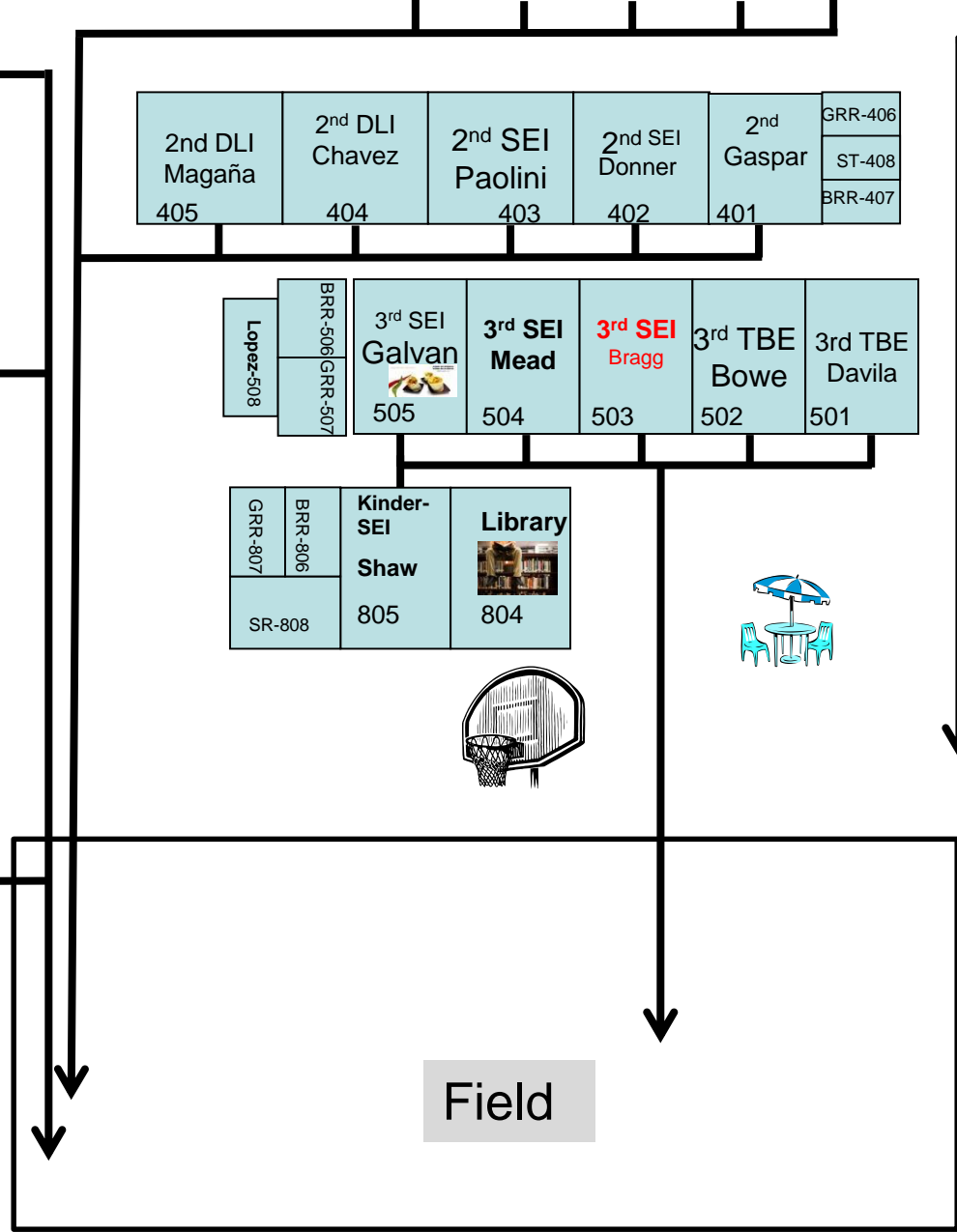
GIRLS P.E. Rosen 1001
1002 BOYS P.E. Carter/Williams
6th Berri 1003

San Miguel

	Playroom		

SM

Field



The numbers in the boxes (Signs on the Fences) are building numbers NOT Grade levels

New SM Portable

3 (1st Grade)

4 (2nd Grade)

5 (3rd Grade)

(Kinder) (Kinder) (Kinder) (4th Grade) (5th Grade)

6

8

7

1st floor

1003 Portable

PE Storage

Bins

(PE Classes)

PE

(8th Grade)

(7th Grade)

(6th Grade) 2nd floor

7

Map

W Laurel St

W Laurel St

Google W Laurel St

W Laurel St

SE St

SE St

SE St

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Lemonwood K-8 School
CDS Code: 56725386100333
District: Oxnard School District
Address: 2200 Carnegie Court
 Oxnard, California 93033
Date of Adoption: October 13, 2017

Approved by:


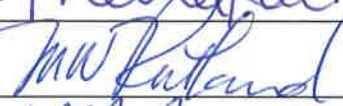
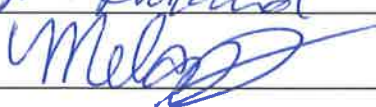
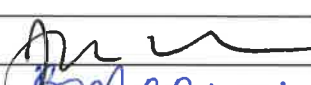
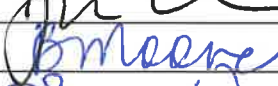
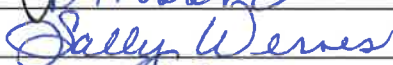
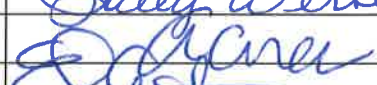

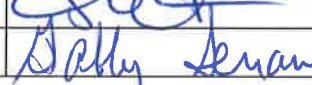
Name	Title	Signature	Date
Melissa Kath	Teacher, Safe & Civil Committee		2/9/18
Michael Rutland	Teacher, Safe & Civil Committee		2/9/2018
Melanie Flores	Teacher, Safe & Civil Committee		2/9/2018
Brandon Masco J. Mora	School Resource Officer		2-12-18
Bethany Moore	Assistant Principal		2/9/18
Sally Wennes	Principal		2/9/18
Allison Cordes	Assistant Principal		2/9/18
Elizabeth Cervantes	Counselor		2/9/18
Gabby Serrano	Outreach Specialist		2/9/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Lemonwood K-8 School's office.

Safety Plan Vision

At Lemonwood K-8 School, our vision and mission are intertwined to create future leaders by focusing on "Readers Today, Leaders Tomorrow." We strive to educate, inspire, and empower each student to become a successful and productive citizen in a culturally diverse 21st century.

We firmly believe that all children will learn and achieve their full potential when they are in a clean, safe, and secure environment.

Components of the Comprehensive School Safety Plan (EC 32281)

Lemonwood K-8 School Safety Committee

Brandon Mascorro, School Resource Officer, OPD
Allison Cordes, Assistant Principal
Bethany Moore, Assistant Principal
Sally Wennes, Principal
Joshua Beckham, Teacher
Melanie Flores, Teacher
Melissa Kath, Teacher
Michael Rutland, Teacher
Elizabeth Cervantes, Counselor
Gabby Serrano, Outreach Specialist
Miriam Lopez, Parent

Assessment of School Safety

California Healthy Kids Survey is administered every other year to fifth and seventh graders. Emergency drills are conducted on a monthly basis. The SRO participates in our lockdown drills. The SRO conducted a security inspection of the campus with the Principal at the beginning of the year. As a result, gates were widened for students to get through in the event of a lockdown. The Lead Custodian and the Principal conduct monthly inspections and follow-up with appropriate paperwork as needed. Administration, teachers, and campus supervisors monitor the morning drop-off and afternoon dismissal. Risk management from the district office conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made. Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office. The school safety team regularly reviews data related to the following: office referrals, attendance rates, suspension/expulsion, California Healthy Kids survey, local law enforcement juvenile crime, and property damage. During the 17/18 school year, Lemonwood has a population of 859 students. From August 16, 2017-November 30, 2017, Lemonwood had 7 suspensions and 0 expulsions. The suspension rate during this time was 0.81%, while our English Learner suspension rate was 0.70% for the same time period. During these same months, Lemonwood had 171 referrals. The 2016-17 California Healthy Kids Data Report, showed the responses of 105 Lemonwood students. 82% of these students feel safe at school, and 62% feel that they are treated fairly when they break the rules. 11% of 5th grade students said that they have tried alcohol or drugs. This differed from the 87 7th grade responses in that only 70% of 7th graders perceived school as very safe or safe, and 19% of these students have been afraid of being beaten up. In addition, 35% of students stated that they have experienced chronic sadness/hopelessness. From August 22, 2017-November 30, 2017, Lemonwood's attendance rate was 97.84% and 2 students were referred to SARB during that time.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to

Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.”

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(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

At Lemonwood K-8 School, we encourage all students to dress for success. Therefore, gang-related apparel is not allowed. Gang-related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process

All students at Lemonwood K-8 School will be held to the Lemonwood K-8 School dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

Students must observe a dress code that is in good taste of grooming, hygiene, and wearing clothing that meets acceptable standards of safety.

1. Shoes must be worn at all times. Thongs or backless shoes or sandals are not acceptable. Shoes with heels are not allowed on campus.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors.
4. Students must not wear clothing or accessories (baseball caps) that refer to drugs, alcohol, tobacco, gang affiliations (i.e. sports teams, high socks, etc.), sex, violence or profanity.
5. Clothes shall be sufficient to conceal undergarments at all times. In addition, undergarments should be appropriate to support physical development. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
6. Gym shorts may not be worn in classes other than during physical education.
7. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet. Hair must not be cut in a style that distracts others from instruction, is "suggestive" has graphics of alcohol, drugs, or gang affiliations (Dallas Cowboys, Oakland Raiders, San Diego Chargers, White Sox, Dodgers, etc.).
8. Pants need to sit at the waist and the seat of pants cannot sag.
9. Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.
10. Metal accessories and jewelry that present a hazard to health and safety are prohibited.
11. Oversized clothing is inappropriate and must not create a safety hazard during physical activity.

12. Exceptions to dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

SCHOOL HOURS

Students in grades 1st -5th regular day is from 8:00 a.m. to 2:10 pm. Kindergarten students begin class at 8:00 am to 1:17 p.m. Middle school students, grades 6-8th regular day is from 7:55 a.m. to 2:23 p.m. Students having breakfast at school may arrive by 7:25 a.m. Parents dropping students off at school should be aware that supervision is NOT available before 7:15 a.m. The main gate by the flag pole and the Kindergarten gate to enter the campus are open at 7:45 a.m. School office hours are 7:25 a.m. to 4:00 p.m.

- Once the gates are open students are to enter the campus, students are to immediately report to their line-up area. Under no circumstance are students to leave the campus to pick up friends, go to locations other than the school campus, or loiter outside the campus gates.
- Parents may drive into the front parking lot to drop off and pick up their student directly in front of the school's office. Parents are encouraged and advised to move in this area and around the school with caution and slow. Parents are not allowed to drop off and pick up in the staff parking lot.
- Cars must not be parked or left unattended in the red zone areas in front of the school's office while parents are in the office.
- Parents who have school business throughout the day may use the Carnegie Court front parking lot and gates to enter and exit the school. The walk-in gate on Carnegie Court is open during the day.
- Dismissal of students in all grades will be from the Carnegie Court front gates by the flagpole.
- Students not picked up by 2:30 are walked by their teacher or campus assistant to the front office and the student will wait until picked up by an adult if needed. Adult must show picture identification to the office staff before the student is allowed to leave campus. Parents are required to sign students out in the front office.
- Students participating in after school activities are to report to their teacher, coach, or adviser. Students that are not in an after school club, tutoring or sport must leave the campus immediately after dismissal.
- Some changes will occur after students move to the new building by the end of February 2018. There will be a temporary change in regards to safe ingress and egress of students and staff, which will last from February 2018-December 2018.

LEAVING EARLY

- Any adult picking up a student early from school prior to dismissal for a medical appointment, legal matter, or any other valid reason will be required to show a picture identification and name must match the names on the emergency contact card for the student. If another person is picking up a student and the name of the adult does not appear on the emergency card, the office staff or school administration will need to make contact with the student's parents/legal guardian for verification. The person will be required to show a picture identification with name on it, and must be over 18 years of age.

CLOSED CAMPUS

- Lemonwood K-8 School is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.
- The Carnegie Court gate leading to the office is open during the day for school business.

TARDY/LATE POLICY

School begins at 7:55 am for grades 6-8, and at 8:00 for grades K-5.

- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

EXCUSED ABSENCES

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

TRUANCIES

The following are considered truanancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Provide regular updates through meetings, power point presentations to staff, students, and parents regarding safety procedures and expectations on campus to improve maintain a positive school climate.

Continue to receive, relate and address all stakeholders' concerns.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Cultural Proficiency	<ul style="list-style-type: none"> School Vision and Mission Student-Parent-School Compact 	Counselor Outreach Consultant School Resource Officer (SRO)	Principal Leadership Team and Staff	Understanding of the school culture and climate and collaboration between school staff and parents.
Student Expectations	-Implementation of Positive Behavior Plan: ROAR (Lessons), and CHAMPS Management Program	Counselor Outreach Consultant School Resource Officer (SRO)	Principal and Assistant Principals PBIS Committee	Decrease the number of behavioral referrals and suspensions.
Discipline and Consequences	<ul style="list-style-type: none"> Positive Behavior Plans/ Behavior Contracts Academic and Behavior Expectation Assemblies 	Counselor Outreach Consultant School Resource Officer (SRO)	Principal and Assistant Principals Staff Outreach Consultant	Decrease the number of behavioral referrals, suspensions and expulsions. SRO is available and on call for support.
Regular scheduled safety drills	Assemblies Classroom lessons Parent meetings	Safety Plan Handouts on safety procedures School Resource Officer (SRO)	Principal and Assistant Principals Staff	Yearly Comprehensive School Safety Plan update, drill record log forms. SRO is available and on call for support.
Counselor provides students with social-emotional support and social skills to dealing with situations and conflict	<ul style="list-style-type: none"> Counselor sets up small groups to support students develop socialization skills 	Counselor District Behavior Specialist	Counselor Teachers and Principal	Counselor keeps documentation of students social skills development. Referrals decrease for some of these students. Other students may develop the skills to make and keep friendships.
Peer Mediator students support other students resolve with conflict	Students are trained to teach younger/their peers to handle and how to solve conflict or difficult situation with peers	Advisor Counselor Administration SRO	Advisor Administration Counselor	Students help students resolve minor conflict during recess. Less referrals to the office, or situations resolve through the support of a Peer Mediator.
Big Brother Big Sister Mentors	Mentors through the organization BBBS will meet with our students to guide, encourage and motivate them to do better in school and make good choices in their lives.	Advisor, ORC Administration	Mentors, ORC and Administration	Mentors encourage our students to do well in school, to be enthusiastic about school, improve attendance, grades, do homework, less discipline referrals to the office, make better choice.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Student Council/Leadership	Student leaders plan, and implement school wide spirit activities	Adviser Administration Counselor ORC	Adviser Administration Counselor ORC	Students encourage other students and staff to show more school spirit by participating in school wide events. Students Council members will assist administration in develop school pride and a positive school culture though more students and parent participation.
Family Nights	Parents and their student is invited to participate in Literacy or Mathematics Family Night where they will develop skills through hands on activities.	RSP Teacher / Literacy Coach Teachers Administration	RSP Teacher / Literacy Coach Teachers	Family attendance sign-in sheet. Parents and their student develop skills they can practice a home. Families are given resources to perform the activities at home.
School-Wide Progressive Behavior Plan	The plan will outline students' s academic and behavior expectations.	PBIS Committee, staff and all teachers Administration	Committee and Administration	Teachers and school staff will be familiar with an outline to students' academic and behavior expectations. The plan will also delineate consequences for not following the plan. Parents and students will be informed of this plan, and sign a compact accepting the guidelines for the expectations outlined.

Component:

School Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Provide regular updates through meetings, power point presentations to staff, students, and parents regarding safety procedures and expectations on campus.

Continue to receive, relate and address all stakeholders' concerns.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Supervision through the campus near areas of concerns	<p>More supervision during recess and lunch breaks</p> <ul style="list-style-type: none"> • Increase supervision to account for blind spots on campus due to construction and additional area at the park 	<p>Staff Campus/playground supervisors (15) Custodians</p>	<p>Principal and Assistant Principals</p>	<p>Decrease the number of accidental injuries Decrease the number of student to student injuries Increase amount of campus supervisors during construction</p>
Dropping off and Picking up students	<ul style="list-style-type: none"> • Parking signs visible to drivers near drop off and pick up areas on sidewalks • Open front gates for cars access to drop off and pick up students directly in front of the school (morning only) • Front gates will be closed for cars after school due to the increase in pedestrian foot traffic • Reroute pedestrian traffic to San Mateo/Carnegie crosswalk during construction • Extend sidewalk area in front of kinder yard for drop off and pickup • Monitor crosswalks at Carnegie/San Mateo and Dupont/San Mateo. 	<p>Traffic Officer/SRO Campus/playground supervisors to help with before and after school supervision</p>	<p>Principal and Assistant Principals</p>	<p>Less students being dropped off by parents/guardians who double park in the middle of the street to drop off and pick up their student. Decreased risk for accidental injuries after school in parking lot. Decreased risk for accidental injuries due to the presence of construction related vehicles.</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ingress and Egress Routes	<ul style="list-style-type: none"> • Create a path for students to enter and exit the campus safely and orderly • Open front gates for cars access to drop off and pick up students directly in front of the school. 	Administration, Staff, Campus/playground supervisors	Principal and Assistant Principals	<p>Less crowding at the start and end of the school day near entrances/exits</p> <p>Parents wait for their student at designated areas</p>
Safe playground, buildings/classrooms, walkways	<ul style="list-style-type: none"> • Maintain a safe and clean environment for staff, students and visitors • Use Lemonwood Park as a temporary playground for grades 3-8 during construction. • Use Kinder Yard as a temporary playground for grades K-2 during construction. After students move to the new building, grades 1-8 will have recess on the new blacktop and the park. • Use Kinder Yard as evacuation point for K-5. After students move to the new building, the evacuation point will change to the new blacktop area. • Use Lemonwood Park as evacuation point for 6-8. 	OSD Facilities Department Custodian/s (on site) Campus/playground supervisors	Principal	<p>Decrease the number of accidental injuries</p> <p>Increase the amount of alternative space available for student recreational use</p>

Component:
Disaster Preparedness

Element:
School Safety

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Comprehensive School Safety Plan (CSSP) implementation to ensure the safety of all students, staff and visitors at Lemonwood K-8 School	Safety Committee will share with staff the expectations of the CSSP. Administration will implement drills for fire, earthquake, and lockdown.	School Resource Officer (SRO) Safety Committee Staff	Principal and Assistant Principals Teachers and Staff Custodians SRO	Logs for when drills are held
Keep inventory of emergency supplies ready for use in the classrooms and staff access (backpacks and lockdown buckets)	Assistant Principals check all staff backpack for emergency supplies and materials inventory and replenishes any expired supplies and materials. Collect emergency supply donations to keep in classrooms (ie water, healthy snacks)	Assistant Principal Safety Committee ORC SRO	Principal and Assistant Principals Safety Committee	Inventory of supplies ordered for emergency backpacks
Keep inventory of emergency supplies ready for use in emergency storage bins	Assistant Principals check the emergency supplies and materials inventory in the emergency bins and replenishes any expired supplies and materials.	Assistant Principal Safety Committee ORC SRO	Principal and Assistant Principals Safety Committee	Inventory of supplies ordered for the emergency storage bins
Keep door magnets in use throughout the school year to give classrooms the ability to quickly lock down in an emergency	Assistant Principals check and make sure that door magnets are consistently used in every classroom.	Assistant Principals Safety Committee Staff	Principal and Assistant Principals Safety Committee Teachers and Staff	Inventory of door magnets

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Lemonwood K-8 School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

GOALS

We want our students to develop a sense of values and to become:

- Caring
- Honest
- Responsible
- Well mannered and courteous
- Respectful

Knowledgeable of right and wrong
Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.

Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.

Promote overall school safety and security for each student.

Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Be regularly in school attendance and be on time for each class.

Know and obey school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Behave in such a way that it does not disrupt the learning of others.

Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.

Assure that your child is appropriately prepared for school (dress, nutrition, hygiene, sleep, and charged iPad.)

Be responsible for the pupil's behavior.

Teach the pupil respect for the law and the rights of others.

Visit your school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline.

Expectation for Teachers

Provide learning experiences appropriate for each student.

Consistently enforce classroom rules and district rules and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conference.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Maintain positive rapport and professionalism with all students, parents, and staff.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school and district rules and policies.

Counsel with students and parents regarding disciplinary matters.

Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules: Live by ROAR - Responsible, Outstanding Citizen, Always Safe, Respectful

Attend school regularly.

Be on time.
 Be prepared for class.
 Treat others with respect, care and consideration.
 Promptly obey school authorities without argument.
 Conserve and protect school and private property.
 Engage in activities without "body contact."
 Obey all school, playground, etc. rules.
 Use appropriate language.
 Follow district dress/uniform standards.
 Use class time wisely.
 Work quietly without disturbing others.
 Respect the rights of others, including their personal space.
 Complete all assignments on time.
 Follow other rules which may be adopted in individual classrooms.

Students May Be Disciplined for the Following Reasons:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (3) Willfully used force or violence upon the person of another, except in self-defense.
- r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- t) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
- u) Committed or attempted to commit robbery or extortion.
- v) Caused or attempted to cause damage to school property or private property.
- w) Stole or attempted to steal school property or private property.
- x) Possessed or used tobacco, or tobacco products.
- y) Committed an obscene act or engaged in habitual profanity or vulgarity.
- z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- aa) Disrupted school activities or otherwise willfully defied the valid authority
- bb) Knowingly received stolen school property or private property.
- cc) Possessed an imitation firearm.
- dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

(a)(1) Causing serious physical injury to another person, except in self-defense.

(a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(4) Robbery or extortion.

(a)(5) Assault or battery upon any school employee.

(c)(1) Possessing, selling, or otherwise furnishing a firearm.

(c)(2) Brandishing a knife at another person.

(c)(3) Unlawfully selling a controlled substance.

(c)(4) Committing or attempting to commit a sexual assault.

(c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.”

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

While on school grounds;

While going to or coming from school;

During the lunch hour whether on or off campus;

During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

Deliberate littering of school premises;

Chewing gum while at school;

Bringing or in possession of permanent markers at school.

Using electronic devices during times when use is not allowed or to cause a disturbance

Not adhering to the school dress code;

Making bomb threats or false fire alarms;

Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;

Habitual tardiness/truancy;

Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct such as reward activities, etc.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.”

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil’s presence causes a danger to persons or property or threatens to disrupt the instructional process.
E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February and updated on March 1st.

Safety Plan Appendices

Emergency Contact Numbers

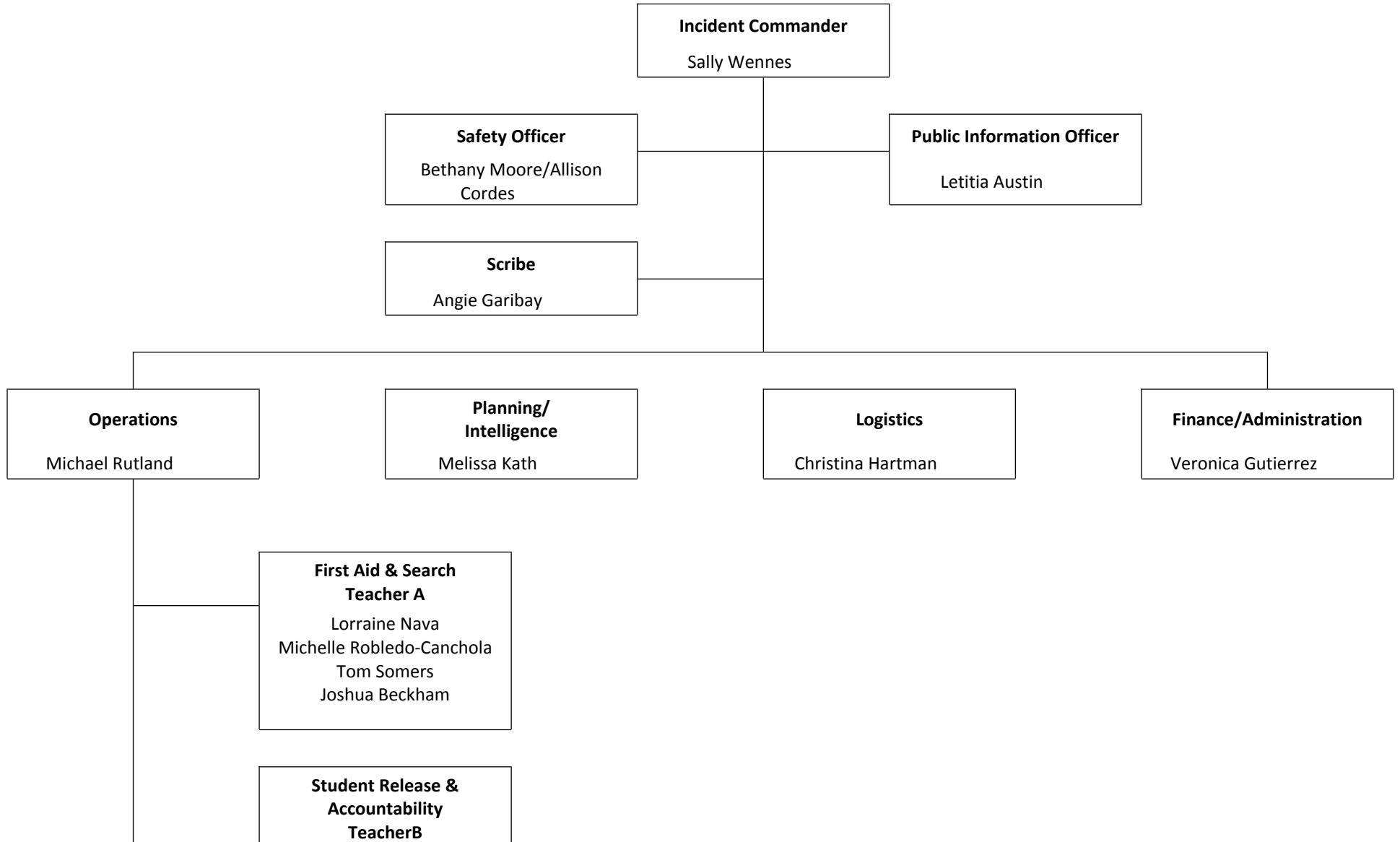
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 desde un teléfono fijo y 486-1663 desde celular	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. John's Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
The Principal is to review the emergency plan with staff and receive input.	September	Agenda of staff meeting where the emergency plan is reviewed.
Review the emergency plan with the members of the safety committee at each regularly scheduled meeting.	Three times a year September, January, May As need to ensure school safety	Agendas and minutes
The Principal reviews the emergency plan with PBIS Team Leadership Team.	January	Agendas and minutes
The administrator reviews and receives input from parent committees, School Site Council and ELAC	January-February	Agendas and minutes
The plan is updated by the safety committee in collaboration of all stake holders.	February/March	Signature page

Lemonwood K-8 School Incident Command System



Mayra Cabrera
Elizabeth Cervantes
Susan Uchiyama
Gabby Serrano

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although, the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

Oxnard School District emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the emergency, we would activate members of the Emergency Incident Command System.

Pending level of emergency communication locally is reported to parents by the Connect Ed telephone system. Significant emergencies are then reported by the District. Oxnard School District reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the Incident Command Center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present on school grounds, or near the campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control.

When an animal is on campus while students are present, students are removed from the area through a different path to a secure area until the animal is restrain/under control and secured.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office Superintendent.
3. Principal will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.

7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will notify the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown" (Priority 1 for imminent danger on campus).
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to the principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the Incident Command System.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The Superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.

2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. The Principal activates the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled students during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The Principal will recommend to the Superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled students during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The Principal will recommend to the Superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Evacuate the campus and move to a safe place.

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash area.
6. Consult with the Superintendent and Emergency personnel for further direction and coordinate safety activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator/Principal will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator/Principal, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

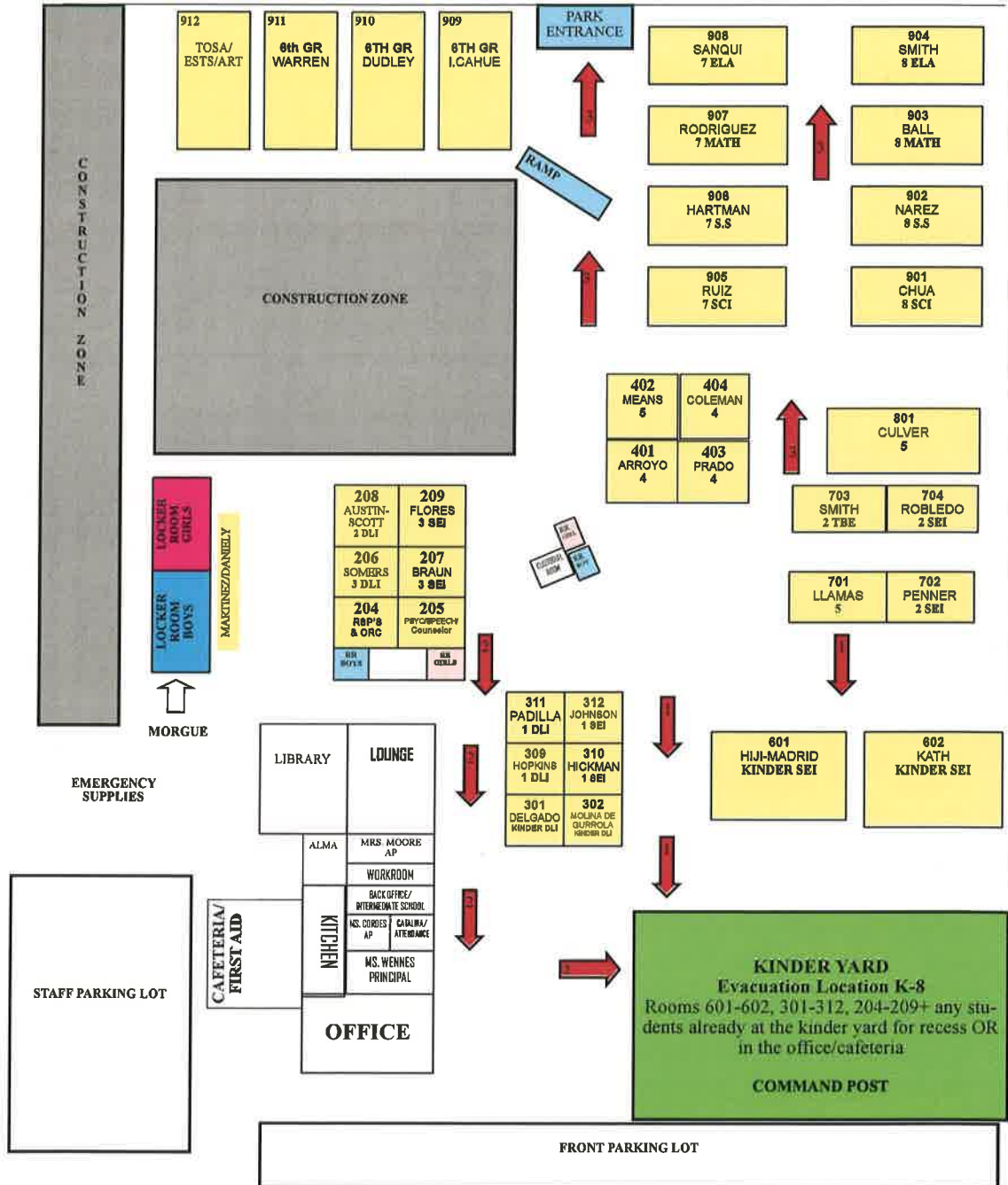
1. Upon indication of suspected contamination, the School Administrator/Principal will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator/Principal should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator/Principal and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator/Principal should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator/Principal and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator/Principal will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

LEMONWOOD PARK
 Evacuation Location K-8
 Rooms 901-912, 801, 401-404, PE+ any students already at
 the park for recess and PE



LEMONWOOD ELEMENTARY SCHOOL
 2200 CARNEGIE ST. OXNARD, CA. 93033 (805) 385-1551

Comprehensive School Safety Plan SB 187 Compliance Document

**2017-2018
School Year**

School: Marina West Elementary School
CDS Code: 56725386055347
District: Oxnard School District
Address: 2501 Carob Street
 Oxnard, CA 93035
Date of Adoption: January 23, 2018

Approved by:



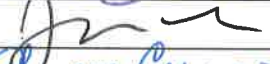


Name	Title	Signature	Date
Jorge Mares	Principal		1-23-18
Lisa Baird-Mayeda	School Site Council President- Teacher		1-23-18
Officer John Mora	School Resource Officer		2-9-18
Gracie Cervantes	Office Manager		2-9-18
Laura Fabila	ELAC- Parent		2-9-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Marina West Elementary School's office.

Safety Plan Vision

At Marina West School, we believe all students deserve an education that incorporates a meaning centered, integrated curriculum, requiring critical thinking and the use of educational technology in a safe and nurturing learning environment. We believe students should be actively involved in a respectful, caring, cohesive educational community.

Components of the Comprehensive School Safety Plan (EC 32281)

Marina West Elementary School Safety Committee

Jorge Mares, Principal; Monique Martinez, 1st grade Teacher; Summer Whitehead, 2nd grade Teacher; Reyna Moreno, Outreach Consultant; Chari Farias, Counselor; Alfonso Rivera, Lead Custodian; Gracie Cervantes, Office Manager; Officer John Mora, School Resource Officer; Lisa Baird-Mayeda, School Site Council President. Laura Fabila, Parent

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department regularly attends lockdown drills scheduled by school staff in order to ensure that procedures are followed properly. He provides feedback to the administration, who in turn, debriefs with the staff and necessary changes are made. He also makes sure there is a police presence during our whole school evacuation drill. The School Resource Officer presented at a staff meeting regarding proper procedures during lockdowns.

The Safety Resource Officer conducted a security inspection with the Principal.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and the principal conduct a monthly safety inspection and submit reports to the District Office.

Any safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through work orders to the district office.

Office Referrals can be forwarded to site PBIS Committee for review and assessment. The administrator, along with the Outreach Coordinator, review site attendance rates. The Pupil Services Department shares monthly Suspension/Expulsion data with the site. This information is shared with staff and PBIS Committee.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

The Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws. The administration communicates with the community via meetings, letters, and phone message regarding reminders for safety and traffic regulations.

The School Resource Officer from the Oxnard Police Department regularly attends lock down drills scheduled by school staff in order to ensure that procedures are followed properly. He provides feedback to the administration, who in turn, debriefs with the staff and necessary changes are made. He also makes sure there is a police presence during our whole school evacuation drill.

The Safety Committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

The monthly safety checks also provide information about any necessary changes.

Staff is trained in Emergency Operations Plan/School Safety Plan.

Security has been increased by making the campus a Closed Campus. All students are dropped off at the main gate in the morning. Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge. All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age and produce a valid ID. Staff and administration are continuously supervising and monitoring school campus throughout the school day to ensure school safety.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.
- D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.
- F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

- Ventura: KVTA 1520
- Los Angeles: KNX 1070
- Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7
Los Angeles: KBIG 104.3
Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the

information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students at Marina West will be held to the Marina West dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

The purpose of the dress code policy is to ensure a safe and secure environment in which to offer a quality education.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies:

1. Shoes must be worn at all times. Open-toed sandals or flip-flops are not acceptable.
2. Clothing, jewelry, and personal items (hats, backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, which advocate racial, ethnic or religious prejudice or are affiliated with gangs.
3. Hats, caps and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, spaghetti straps, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Clothing affiliated with sports teams is prohibited.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in and the seat of pants cannot sag.
8. Metal accessories and jewelry that present a hazard to the health and safety are prohibited.
9. Students may not wear clothing or hairstyles that will be disruptive to the educational process.
 - Exceptions to dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

SCHOOL HOURS

The student day is from 8:15 am to 2:25 p.m. for students in grades 1-5. The school day for Kindergarten students is from 8:15-1:32, with the exception of those students attending before or after school intervention classes or the After School Program. Parents dropping students off at school should be aware that supervision IS NOT available before 7:45 a.m. School office hours are 7:30 a.m. to 4:00 p.m.

- Once arriving at school, students are to immediately come onto the campus and move to the cafeteria, or playground or tutoring class until the first bell at 8:13 a.m. At 8:13 a.m., all students are to proceed to line up on the playground. Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by walking or riding a bus. Students waiting for rides home via automobile need to wait in the designated pickup area located in front of the school. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS

Marina West is a closed campus. All gates which provide access to classrooms and other rooms, except the main office, remain locked until 6:00 p.m. and during arrival and dismissal times. In the morning, there is one gate (by the office and Building 2) through which all students enter. This gate is supervised by school personnel. At 8:15, this gate is locked and students who are tardy must enter through the school office to receive a tardy slip. All visitors to the campus must come through the office to sign in and obtain a visitor's badge which they must wear for the duration of the time they are on campus. At dismissal, the 3 front gates (by the cafeteria, by building 200 and between buildings 11 and 12) are opened for students to exit. At 2:40 p.m., those gates are locked. Families of students in the After School Program must call the After School Program Director if their child needs to dismiss early. The walking gate (on the street) and the driveway gates remain open throughout the school day.

LEAVING EARLY

Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for the bus or to be picked up.

Students may leave campus during school hours if parents or guardians or persons designated by parents or guardians come to pick them up from school. A written request (Name on the Student Emergency Card) from a parent or guardian must be submitted if someone other than the parent or someone on the emergency card is going to pick up a child. Persons picking up students during the school day must sign the student out in the front office. They must be at least 18 years of age and provide a valid ID. All students MUST be signed out in the office. No student will be dismissed with any person not listed on the Student Emergency Card.

Under no circumstances should a student leave campus without permission.

TARDY / LATE POLICY

Be at school by 8:15 a.m.

- If a student is late to class without an approved reason it is a tardy.
- If a student is late in the morning (after 8:15 a.m.), he/she must report to the office for a late slip, and then quickly go to class.
- An “excused late” will be assigned when parents have called the school with a valid excuse, such as a doctor or dentist’s appointment.
- Oversleeping, car trouble, dropping off another student, etc., are not valid reasons for an “excused late”.
- Truant Tardy is when students arrive to school 30 minutes late or more without a valid excuse. Truant tardies become unexcused absences. When there are a certain number of unexcused absences, a student may be subject to the following: attendance letters will be sent to parents/guardians, an attendance conference will be held with school officials and the parents/guardians, the student may be placed on an attendance contract, or the family may be referred to SARB and receive a citation.

EXCUSED ABSENCES

These can only result from illness, medical/dental appointments, court appearances, religious reason, or death in the immediate family. All other absences are considered unexcused.

When a student is absent, parents are expected to call the school (805-385 - 1554) or send an excusal note within 72 hours of the absence.

RETURNING AFTER AN ABSENCE

1. The student or parent/guardian can provide a dated note from parent/guardian stating the reason for the absence, with student name, grade, teacher, date of absence, and parent/guardian signature.
2. If the student provides the note, he/she must give the note to the Attendance Clerk or Teacher prior to 8:15 a.m. to avoid being late for class.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

If a student is habitually late or absent from school, various measures may be taken including referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents by the court.

In some cases of truancy, students will be assigned a consequence from school administration.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

A school-wide positive behavior support plan has been implemented.

Opportunity for Improvement:

The expectations for students and staff are reinforced on a daily basis.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Starting the implementation of CHAMPS as a positive behavior support program school-wide to maintain a safe and positive school environment.	Staff is beginning to be trained in the CHAMPS model.	Professional development provided by district.	Jorge Mares, Principal.	Trained staff feedback.
Students understand the elements of the Lesson One program.	Students are trained along with staff. Consistent use of skills in classrooms.	Trained school personnel conducts the training's.	Jorge Mares, Principal.	Tracking of discipline data.
Consistency of expectations.	Use of common terminology by all staff. Use of common activities in all classrooms.	Trained school personnel conducts the training's..	Jorge Mares, Principal.	Tracking of discipline data.
Students with consistent and prevalent negative behaviors and needs will be referred for services and support through the Coordinated Services Team system.	Staff is aware of the referral process. Support staff provides the necessary services or further referrals to local agencies. Staff works with parents to provide support to the entire family.	Support staff (School Psychologist, Outreach Consultant, School Counselor). Teaching staff Administration Local agencies (City Impact, VCBH)	Jorge Mares, Principal.	Reduction of referrals to CoST and SST
Starting the implementation of PBIS as a positive behavior support program school-wide to maintain a safe and positive school environment.	Staff is beginning to be trained in the PBIS model.	Professional development provided by district.	Jorge Mares, Principal	Trained staff feedback.

Component:

Safe Physical Environment

Element:

Safe School Environment.

Opportunity for Improvement:

Input from stake holders.

Objectives	Action Steps	Resources	Lead Person	Evaluation
To eliminate unauthorized visitors on campus.	All visitors must sign-in at the office and obtain a visitor's badge. Gates must remain locked throughout the school day and after school program hours. Open gates are monitored by school staff.	Staff, sign-in log and sticky badges.	Jorge Mares, Principal	Constant monitoring by all personnel.
To ensure all students are released to authorized persons only.	All persons picking a child up from school during the school day, must be on the emergency card, at least 18 years of age and provide a valid ID. All persons picking up a child during the school day, must complete the sign out sheet. School personnel will verify who is authorized to pick a child up from school during the school day by checking school records and appropriate paperwork	Staff, district provided sign out sheet, Emergency Cards, or legal documents.	Jorge Mares, Principal	Constant monitoring by office staff.
To ensure orderly egress of students in the event of an emergency situation requiring students to leave campus.	Conduct a school-wide evacuation drill. All staff and students are aware of the procedures to evacuate students to the nearby park.	Staff, maps, procedures, School Resource Officer.	Jorge Mares, Principal	Debrief of drill immediately following.
To ensure orderly ingress and egress for students and staff.	Conduct a consistent drop off procedure. Using designated gates for ingress and egress. Using designated drop-off lanes. Designated bus areas and personnel providing supervision.	Staff Administration	Jorge Mares, Principal	Constant monitoring of entrance and exit gates.

Component:
Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Regular drills with debriefing opportunities

Objectives	Action Steps	Resources	Lead Person	Evaluation
To ensure Lockdown procedures are conducted appropriately using guidelines provided by Oxnard Police Department	Debriefing staff after drills to improve practice. Updating written procedures in staff handbooks. Communicating importance of drills to students.	Administration, staff, students, meeting time, handbooks, School Resource Officer.	Jorge Mares, Principal	Lockdown drills with debriefing with staff.
To practice monthly fire drills.	Debriefing staff after drills to improve practice. Communicating importance of drills to students. Review procedures.	Administration, staff, and students.	Jorge Mares, Principal	Fire drills with debriefing for staff.
To practice regular earthquake drills.	Debriefing staff after drills to improve practice. Communicating importance of drills to students and staff. Review procedures.	Administration, staff, and students.	Jorge Mares, Principal	Earthquake drills with debriefing for staff.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**Marina West Elementary School Student Conduct Code**

At Marina West School, we believe all students deserve an education that incorporates a meaning centered, integrated curriculum, requiring critical thinking and the use of educational technology in a safe and nurturing learning environment. Our Goal is to provide a safe environment where students can be successful. The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

All students at Marina West will conduct themselves in a manner that is Safe, Responsible, and Respectful.

We want our students to develop a sense of values and to become:

Caring Honest

Responsible Well mannered and courteous

Respectful Knowledgeable of right and wrong

Fair Positive in outlook

Compassionate Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

School Compact:

Parent (Guardian) Section

I understand the importance of my child's education. Therefore, I agree to carry out the following responsibilities:

- Communicate with my child and his/her teachers regarding my child's education.
- Monitor my child's homework.
- Provide necessary materials and a quiet place for my child to do his/her homework.
- Send my child to school on-time and ready to learn.
- Volunteer my time to attend or participate in school programs.
- Assure that my child adheres to the school dress code policy.
- If my child is at risk of retention due to poor academic achievement, I will ensure that he/she attend intersession. After School tutoring and any other special help which is offered to them.

Student Section

I understand the importance of school and learning. Therefore, I agree to carry out the following responsibilities:

- Communicate with my teachers and parents regarding my education.
- Complete and return all my homework and class assignments on time.
- Be responsible for my actions.
- Arrive at school on time, ready and prepared to learn.
- Read at least 20 minutes each day.
- Be responsible for dressing according to the school dress code policy.

Teacher Section

I understand the importance of the school experience to every student and my role as educator and parent liaison. Therefore, I agree to carry out the following responsibilities:

- Communicate with students and parents (guardians) regarding school expectations, program information and each student's progress.
- Teach to the needs of each individual student encouraging academic and social growth.
- Provide a safe, positive and healthy learning environment.
- Assign regular homework only after the necessary concepts have been taught.
- Promote and attend school programs and functions.
- Communicate to students, parents, and administration when the dress code policy is not being

Administrato Section

I understand the importance of the school experience to every student and my role as educator and parent liaison. Therefore, I agree to carry out the following responsibilities:

- Communicate with students and parents (guardians) regarding school expectations, program information and each student's progress.
- Involve parents in the planning, review, and improvement of the school's parental involvement policy, in an organized, ongoing, and timely way.

- Provide a safe, positive and healthy learning environment.
- Involve parents in the joint development of any school wide program plan, in an organized, ongoing, and timely way.
- Promote and attend school programs and functions.
- Communicate to students, parents, and administration when the school rules or dress code policy is not being

School Rules

1. Be Safe. Students must not place themselves or others in a situation that can cause harm.
2. Be responsible. Students must strive to be responsible for their education and behavior.
3. Be Prepared. Students must come to school with all materials needed to be ready to learn.

Consequences/ Corrective Action:

1. Student to be counseled by appropriate staff for minor infractions.
2. Parent to be contacted by Teacher or other staff personnel regarding rule violation. Possible Teacher/ Parent conference scheduled.
3. Student referred to office for repeated (4 or more) minor offenses or for major violations as described in School Discipline Referral.
4. Parent to be contacted by school administrator, possible Administrator/ Parent Conference.
5. Other means of correction listed may be assigned to student but not limited to: Restorative Justice, Recess Detention, After- School Detention, or Suspension.

Positive Reinforcements (School-Wide):

Monthly Attendance Award
 Bi-Monthly Behavior Incentives
 Positive Behavior Post Cards mailed home monthly.
 Regular Communication by Teacher

Incentives Used to Promote Exemplary Student Behavior:

Trimester Incentive and Awards
 Monthly Pizza Party
 Accelerated Reader Trimester Party
 Teacher Incentives

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

All school personnel work as a team to implement all rules and procedures throughout the school. Our site PBIS Committee will be working with all staff to ensure implantation of school-wide rules and procedures.

Evaluation and Feedback:

- Referral forms are turned in to report incidents and student discipline. Administration / or staff complete and return referrals with notes indicating what actions were taken.
- Monthly PBIS meetings are conducted to review procedures, discuss focus areas, and review teacher feedback forms they have received in regards to student behavior and / or concerns.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created each school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any amendments which are deemed necessary in order to ensure that the highest standards are adhered to. The committee meets on an as needed basis and is made up of school staff. All changes are brought to the attention of the entire staff at staff meetings and through emails. The Safety Plan is also shared with stakeholders through School Site Council, English Learner Advisory Committee, Coffee with the Principal, and PTA.

Safety Plan Appendices

Emergency Contact Numbers

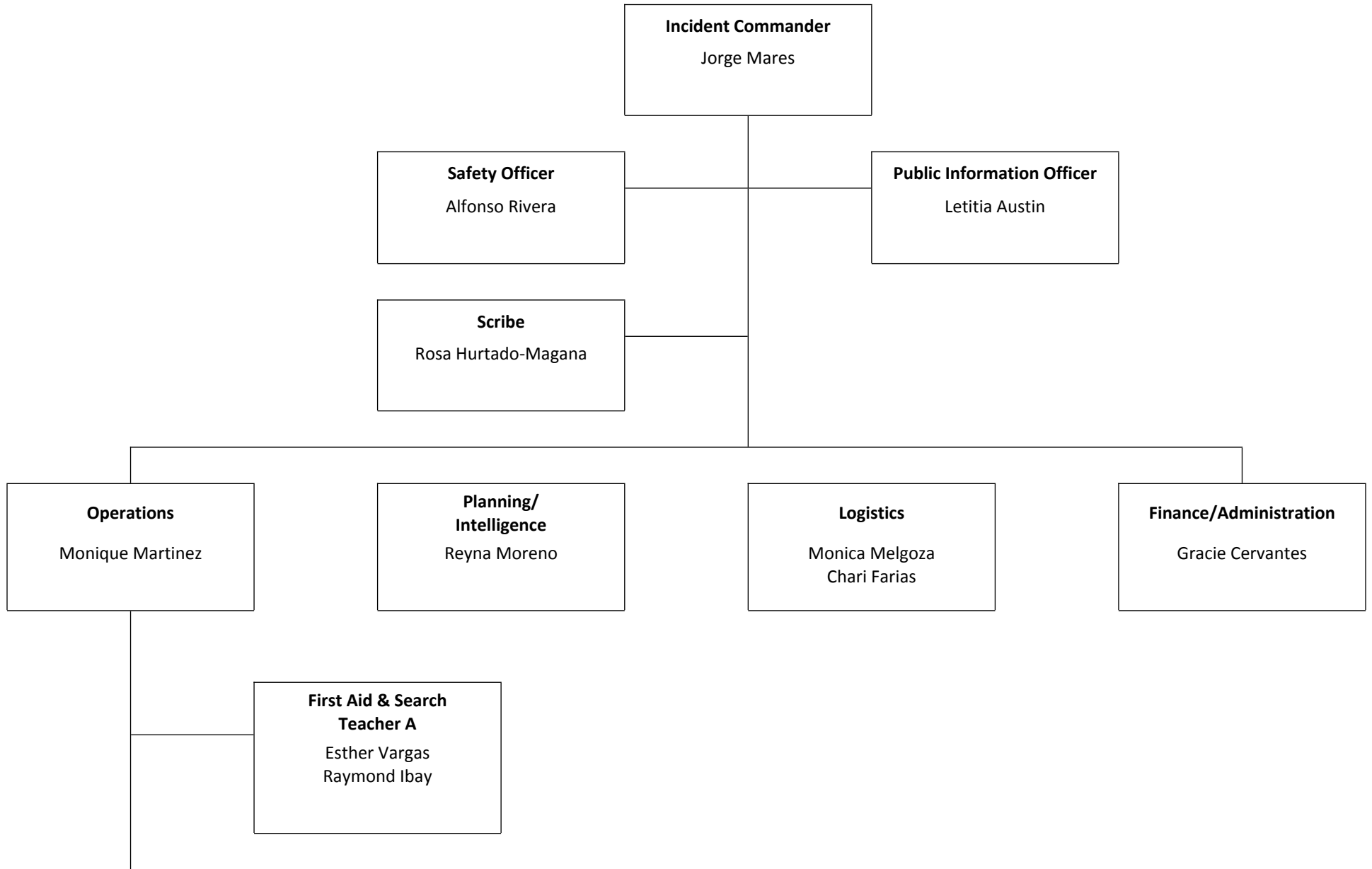
Utilities, Responders and Communication Resources

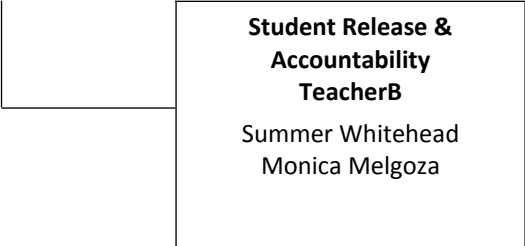
Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 desde un teléfono fijo y 486-1663 desde celular	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Beginning of review of plan with staff. Review plan with safety committee at each scheduled meeting. Mid year review plan with Leadership Team, Safety Committee and School Site Council. Final revision of plan by February of each year.	At least 3x a year.	
The Safety Committee meets regularly to review and refine all safety and security procedures and all elements of the Comprehensive School Safety Plan.	Monthly or as needed.	
Any changes made to the plan are communicated to staff and related personnel at staff meetings or through memos or emails.	As needed	
Regular drills are conducted to ensure that students and staff are aware of emergency procedures.	Monthly	
The School Resource Officer is invited to provide feedback on safety and security procedures.	During drills	
The school's Leadership Team tracks behavior and discipline and makes recommendations to refine the school's discipline policy.	Monthly	
Parent groups are asked for input on some revisions to safety and security procedures.	As needed	
Communication is provided to families regarding reminders about traffic and safety procedures.	As needed	

Marina West Elementary School Incident Command System





**Student Release &
Accountability
TeacherB**

Summer Whitehead
Monica Melgoza

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

1. Call Animal Control
2. Clear area of students and staff
3. Isolate animal, if possible

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.

8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.

7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.

14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

- . Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

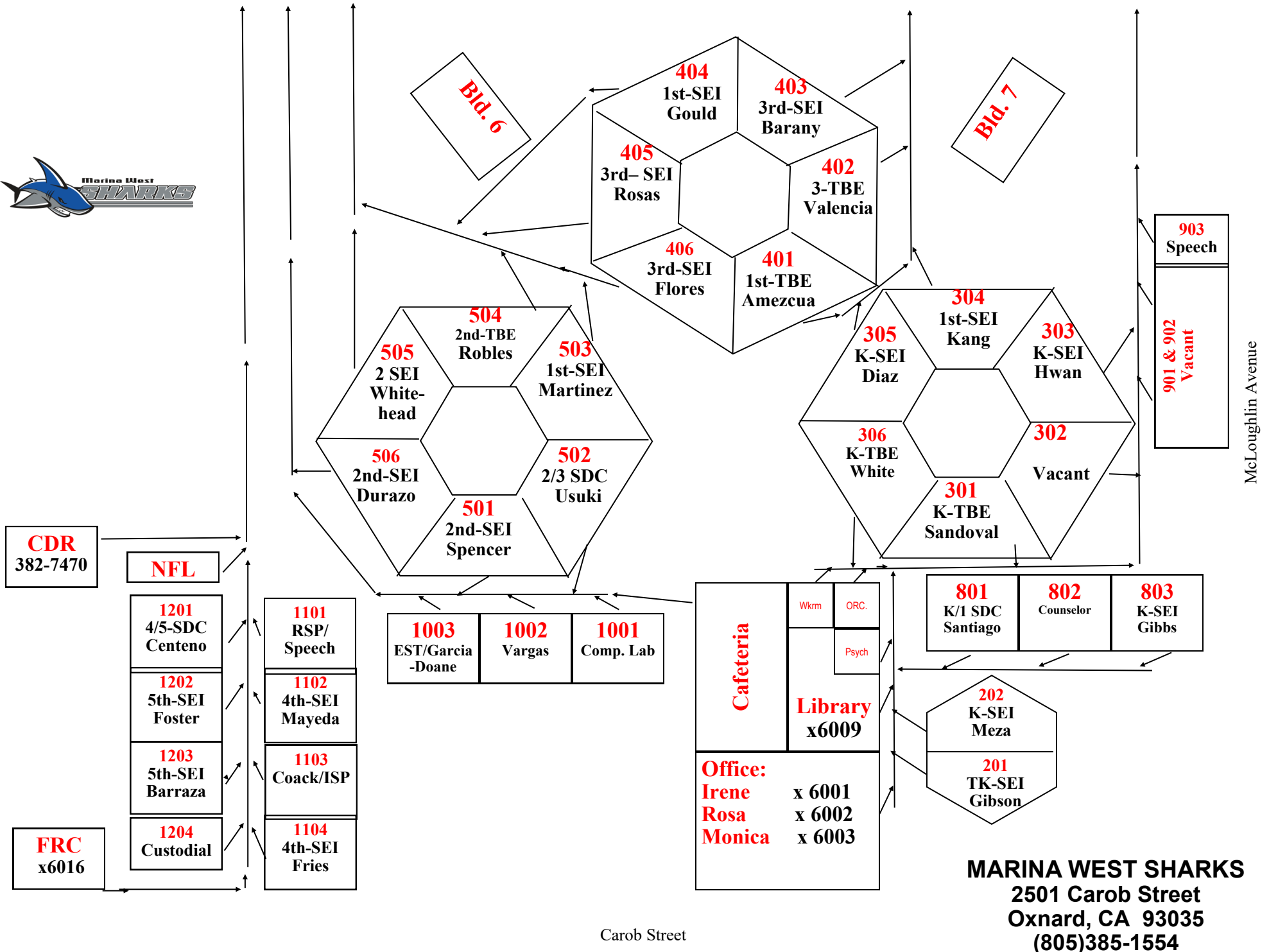
Procedure:

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

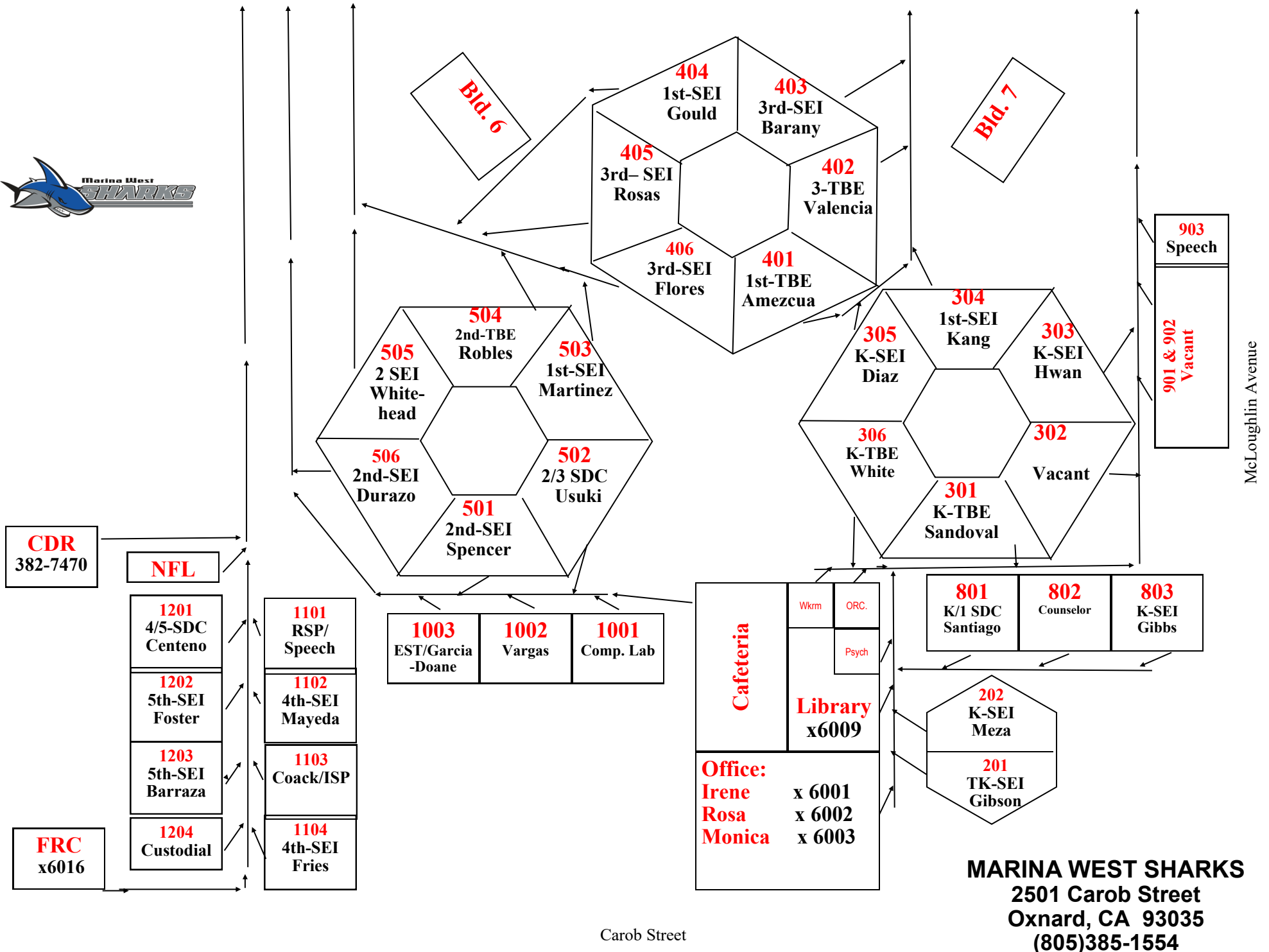
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map



MARINA WEST SHARKS
 2501 Carob Street
 Oxnard, CA 93035
 (805)385-1554



MARINA WEST SHARKS
 2501 Carob Street
 Oxnard, CA 93035
 (805)385-1554

Evacuation Map: Designated Areas



Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Thurgood Marshall Elementary School
CDS Code: 5672380100362
District: Oxnard School District
Address: 2900 Thurgood Marshall Drive
 Oxnard, CA 93036
Date of Adoption: January 24, 2018

Approved by:

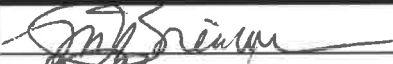


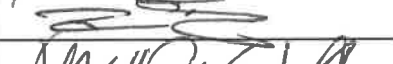


Name	Title	Signature	Date
Marlene Breitenbach	Principal		1/30/18
Sandy Perez Sloan	Chair of School Site Council		1/30/18
Officer Kevin Thompson	Oxnard PD SRO, School Safety Committee		1-30-18
Isai Garcia	Classified Staff SSC Member		1-30-2018
Matt De Santiago	Lead Custodian		1-30-2018
La Ray Figueroa	Teacher- Safety Committee Member		1/30/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Thurgood Marshall Elementary School's office.

Safety Plan Vision

At Thurgood Marshall School, school safety is a number one priority. We work collaboratively to ensure safety for our school community. As part of our safe practices, we conduct regular emergency drills. Our Safety Committee, School Site Council, Leadership and entire Staff commit to work together in partnership to monitor safe conditions.

We believe all stakeholders deserve a physically, emotionally, and mentally safe, secure, and positive learning environment through a caring, supportive staff, engaging curriculum, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

Components of the Comprehensive School Safety Plan (EC 32281)

Thurgood Marshall Elementary School Safety Committee

Marlene Breitenbach Principal; KerryAnne Varela, Counselor, La Ray Figueroa, Teacher; Paula Mc Cowan, Teacher.; Isai Garcia, ORC; Officer Kevin Thompson, SRO.

Assessment of School Safety

The Safety Committee reviewed and discussed procedures to be followed with our students in a disaster. Permanent grade level signs have been placed on the playground fence . This allows our students to know exactly where to meet their class even if they are somewhere else on campus during an evacuation of the school. Regular monthly drills prepare our staff and students to follow emergency routines. The district provided Marshall with a large bin where we have placed all our emergency supplies. Our bins are labeled first aide and search and rescue, both ready to be used in a disaster. Each classroom has an emergency backpack that has supplies for them to be used in case of emergencies. Backpacks are inventoried to ensure that each classroom has the correct materials.

Office referrals and suspension information is reviewed regularly with staff and school community including School Site Council.

Campus Assistants are on campus from 7:45 to 3:00 to supervise Marshall students. All parents that are on campus must have a visitor pass to identify all persons on campus.

Assessment of School Safety

- Input from SRO and Risk Management
- The SRO conducted a security inspection of the campus with the Principal (at the beginning of the year)
- The SRO is present for whole school evacuation drill.
- Risk Management from DO conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO.
- Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office.
- The Safety Committee review and discuss procedures to be followed by staff and students during emergencies.

:

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency.”

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) “GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.
- D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.
- F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:
Ventura: KVTA 1520
Los Angeles: KNX 1070
Spanish: KTRO 1520

FM Radio Stations:
Ventura: KHAY 100.7
Los Angeles: KBIG 104.3
Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Follow procedures for type of disaster. Implement Incident Command System.

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Staff are trained in emergency procedures to follow in the event of a disaster. Specific staff are given duties to follow during a disaster. Staff prepare for a simulated disaster and practice procedures to follow during a disaster. A yearly inventory of emergency supplies prepares school to support students and staff in the event of a disaster.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Standard of Dress for Students

Primary responsibility for student grooming lies with the student and his or her parents, working closely with school administration and staff. The purpose of the dress standard shall be to ensure a safe and secure environment in which to offer a quality education.

- All clothing shall be neat, clean, and acceptable appearance and shall be worn within the bounds of decency as appropriate for school.
- Attire that expresses racial, ethnic, sexual, or religious disrespect is not allowed at Marshall.
- Displays or promotion of alcohol, tobacco, or drugs are also unacceptable.
- Gang attire: black shorts and long white socks are not allowed.
- Spiked jewelry, safety pins, wallet chains, wheelie shoes and other items that present a safety hazard are prohibited.
- Cell phones must be turned off and in backpack during school hours.
- Oversized clothing is inappropriate and must not create a safety hazard during physical activity. Pants must be worn, so underwear does not show.
- Shirts/blouses/tops and dresses must cover the stomach, the chest, and underwear at all times.
- Strapless, spaghetti straps(less than one inch), and low cut shirts are not allowed.
- Close-toed shoes need to worn by all students every day.
- Hats, caps, hoods, and sun visors may be worn outside for protection from the sun.

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process. All students will be held to the Thurgood Marshall dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Marshall continues to assess our needs in regard to Safe Ingress and Egress. We have added traffic control signs on the major crosswalks in the front of our school. Bushes were removed from parking area to create better visibility for pick and drop off of students. Our campus supervisors/crossing guards have large stop signs and neon vests in order to improve the safety of our students, parents, and staff while entering and exiting the parking lot on foot.

Our School Resource Officer does yearly Valet Training with 5th Grade students at the beginning of the school year. They are trained in how to safely open doors for students to exit at the curb. The Valet section of the driveway is sectioned off each morning by cones. A Campus Assistant works with the 5th Graders to oversee smooth operations of the Valet system.

We have a closed campus meaning that no adult is allowed to go past the lobby unless they have previously signed in at the main office and received a visitor's badge. Parents who drop off or pick up their children must wait in the lobby or in front of the school. All parents on the playground in the morning have a yearly pass on a lanyard around their neck so they may enter the back gate. We have a campus assistant on the playground in the morning to make sure that all adults have identification or a visitor's pass on them.

The school day begins with a bell at 8:30 a.m. after an 8:25 a.m. warning bell.

Minimum Days: 12:15 for TK-5

School Hours

- The regular student day is from 8:30 am to 2:40 pm. for students from grades 1-5. The regular school day for kindergarten students is from 8:30 am to 1:47 pm. (with the exception of attending before or after school intervention classes, the After School Program, or early release days.
- Upon arriving at school, students are to immediately come onto campus by back gates or front doors. .
- Students are not allowed to loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by walking or riding the bus.
- There are crossing guards at Thurgood Marshall crosswalk at the back gate and traffic control signs at Patterson and Thurgood Marshall to ensure the safety of students walking to and from school.
- Parents dropping off students at school should be aware that there is no supervision available before 8:00 am. School office hours are 8:00 am to 4:00 pm.
- Students enter through back gates front doors upon arrival, and leave through back gates and front doors during dismissal times.

Closed Campus

- All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.

Leaving Early

- Students may leave campus, prior to dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card) pick up students from school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8:30 am.

- If the student arrives after the bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within four days of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School's Social (Climate) Environment

Element:

Positive Behavior Support (PBIS)

Opportunity for Improvement:

Work together to develop school wide understanding of Tier 1, Tier 2 and Tier 3 in terms of student behaviors

Use Office Referrals and Q to document student behaviors.

Continue Staff Training in CHAMPS.

Work towards full implementation of CHAMPS school wide.

Improve student attendance.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop and implement a comprehensive Schoolwide Positive Behavior Support Plan	<ol style="list-style-type: none"> 1. Continue Staff Training in CHAMPS as basis for shared student behavior guidelines. 2. Staff Training in RtI 3. Survey on implementation of RtI at Marshall 4. Positive Student Behavior Committee works towards full implementation of our school wide plan for shared student behavior guidelines. 5. Develop a school wide positive behavior reward. 6. Use scheduled data meetings to identify and review students who need extra support. 7. Use Office Referrals to monitor student behavior, student need, and as a communication tool with staff. 	<p>CHAMPS In house tools for referrals and follow up Office support Past practices and guidelines Use of "Safe and Civil Schools" by Randy Sprick</p>	<p>Principal Assistant Principal Outreach Coordinator (ORC) Counselor Teachers</p>	<p>Office Reports Teacher Reports COST Meetings Student Behavior Committee Leadership Team Team Meetings</p>
Train Playground Supervisors and After School Program (ASP) staff in Schoolwide Positive Support System.	<p>Hold weekly Meetings with Campus Assistants Refine Playground Duty Assignments Integrate CHAMPS into systems and responses CHAMPS common areas of school. Review how CHAMPS is being used in classrooms.</p>	<p>Discussion and videos which show best practices in yard duty supervision. Ongoing training and monitoring</p>	<p>Principal Assistant Principal Counselor ORC Campus Assistants Teachers ASP Staff</p>	<p>Discussion in meetings; monitoring by Principal</p>
Monitor student attendance.	<ol style="list-style-type: none"> 1. Review monthly attendance reports. 2. Promote positive attendance through school wide incentives. 3. Use SARB process to meet with parents and reduce chronic absences 	<p>Use ADA reports. Use SARB forms and procedures. Student incentives</p>	<p>Principal Assistant Principal ORC Attendance Clerk</p>	<p>Monthly and yearly attendance reports.</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Communicate student behavior plan and procedures to all stakeholders.	Parent meetings to discuss positive behavior student plan and school behavior expectations. Post School Safety Plan on web. Train staff in duties and procedures for monitoring student behavior.	School Safety Plan School wide behavior expectations CHAMPS guidelines	Principal Assistant Principal Counselor School Resource Officer	Discussion, surveys
Share results of the California Healthy Kids Survey with staff and parents. Use data to plan student supports in areas in need of improvement.	1. Make survey results accessible to staff and parents. 2. Discuss trends. 3. Allocate resources to strengthen areas of weakness. 4. Analyze	California Healthy Kids Survey	Principal Counselor	Discussion, surveys Positive Student Behavior Committee review
Share with staff and parents on topics of juvenile crime, property damage data, internet safety, drug awareness and other topics related to student safety and the law.	Share on topic of community juvenile crime at parent meetings and trainings.	Oxnard local law enforcement data.	School Resource Officer Oxnard Police Department Principal Assistant Principal	Parent surveys on topics for training.

Component:

Safe Physical Environment

Element:

Safe Campus

Opportunity for Improvement:

Follow up on work orders

Increase staff capacity to respond to an emergency

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>Ensure the facility is free from hazards.</p> <p>Ensure that facility is safe for occupants and for appropriate use.</p>	<ol style="list-style-type: none"> 1. Conduct monthly walk through to check for facility conditions. 2. Conduct walk through in Fall with SRO to check for safety. 3. Conduct walk through with Risk Management at beginning of school year. 4. Submit and monitor facility work orders. 5. Follow up on progress of work orders. 	<p>Checklists</p> <p>Work orders</p> <p>Follow up on work orders</p>	<p>Principal</p> <p>Assistant Principal</p> <p>Lead Custodian</p> <p>Office Manager</p>	<p>Walk through reports</p> <p>Completion of Work Orders</p>
<p>Include stakeholders in development of School Safety Plan</p>	<p>Develop and present plan with Safety Committee</p> <p>Report to School Site Council and receive their input and approval.</p> <p>Receive approval from Safety Committee</p> <p>Share with Leadership for input and discussion.</p> <p>Share plan with other advisory and parent groups such as ELAC and PTA</p>	<p>Summary of plan</p> <p>Description of actions and procedures in an emergency</p>	<p>Principal</p> <p>Assistant Principal</p>	<p>Input from Discussions</p> <p>Input from Safety Committee</p> <p>Approval from School Site Council</p>
<p>Share plan monitoring with stakeholders</p>	<p>Share with Safety Committee and Leadership.</p> <p>Share with Staff and parent groups.</p> <p>Monitor and adjust plan, following suggestions of stakeholders.</p>	<p>School Safety Plan</p>	<p>Principal</p> <p>Assistant Principal</p>	<p>Surveys</p> <p>Agendas</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Share approved Safety Plan with all stakeholders	School website Digital copies to all staff Student behavior (discipline) guidelines disseminated to all staff. Share plan with all Staff through meetings and informational handouts. Specific disaster preparedness information to all staff in printed form. Share approved School Safety Plan with advisory and parent groups such as ELAC and PTA.	School Safety Plan School Resource Officer	Principal Assistant Principal	Informal and formal Surveys Agendas Review by Positive Student Behavior Committee Review and Monitoring by Safety Committee Review by Leadership Review by School Site Council
Build staff capacity to respond to an emergency	Train staff in procedures and roles. Debrief after drills. Use information from debriefing to improve our response capacity. Maintain NCPI trained staff to respond to student behavior emergencies.	School Safety Plan NCPI Training	Principal Assistant Principal Identified Support Staff Counselor School Resource Officer	Debrief after emergency drills. Use debriefing data to improve response.
Ensure emergency operations plan is easily implemented	1. Hold monthly disaster drills(fire) or earthquake drills. 2. Lockdown drill once a year 3. Disaster drill once a year 2. Train staff and teachers on their responsibilities and stations during a disaster.	Safety Plan Tree Duty descriptions for each assignment raining for Emergency Procedure	Principal Assistant Principal Safety Committee School Resource Officer	Staff Debriefing Staff and Safety Committee evaluation Leadership

Component:

Disaster Preparedness

Element:

Safe Campus

Opportunity for Improvement:

Continuous training

Increase practice of emergency preparedness routines

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>Staff and students will know how to respond in case of an emergency. Maintain safe and secure physical plant.</p>	<ol style="list-style-type: none"> 1. Keep Staff aware of procedures with reminders. 2. SRO Pedro Rodriguez train Staff in Lock down procedures. 3. Conduct monthly drills. 4. Promote awareness of correct emergency responses through staff training. 5. Review key procedures to protect access. 	<p>Safe School Plan OSD Board Policy Ed Code</p>	<p>Principal Assistant Principal SRO Office Manager</p>	<p>Safe School Committee School Site Council Leadership Committee Principal School Resource Officer</p>
<p>Communicate Safety Plans to community.</p>	<ol style="list-style-type: none"> 1. Disseminate safe school plan to all stakeholders via parent meetings. 2. Review Safety in parent newsletters and at parent meetings such as PTA. 	<p>Safe School Plan Other Community Resources from School Resource Officer, Fire Department, OSD Pupil Services</p>	<p>Principal Assistant Principal</p>	<p>Agendas of Parent Meetings Front Office Principal</p>
<p>Increase school wide understanding of Emergency Response</p>	<ol style="list-style-type: none"> 1. Fire Department training on on emergency preparedness. 2. Assess physical needs of classrooms related to Lockdown procedures 3. Fire Department to do a home safety preparedness training for parents. 4. Monthly emergency drills. 	<p>Local Fire Department Checklists for window coverings Key and access procedures</p>	<p>Principal Assistant Principal</p>	<p>Safe School Committee Principal Head Custodian</p>

Implement and monitor Emergency Procedures	1.Parent meetings to discuss school safety plan 2.Post School Safety Plan on web 3.Train staff in duties and procedures 4.Create folders for emergency response positions 5.Include Emergency procedures with exits in SUB plans. 6. Post Emergency exit routes near doors. 7. Utilize magnetic door lock devices.	Safe School Plan	Principal Assistant Principal	Safety Committee Staff Debriefing after Drills School Site Council Leadership Committee
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(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Thurgood Marshall Elementary School Student Conduct Code

Purpose

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

Goals

We are working towards full implementation of CHAMPS as a basis for positive student behavior support.
Staff are being trained.
Refreshers on training will be offered.
Support staff have been trained, or will be trained.
All Staff will have common language of CHAMPS to support positive student behavior.
Students will understand CHAMPS guidelines that will be consistent.
Students will be given ongoing training on CHAMPS.
Our goal is to develop a plan that is easy for students and staff to follow, one that can be communicated to all stakeholders.
At this time Leadership Team, Positive Behavior Support Committee and others are working towards implementation of CHAMPS.
Staff training in Rtl and how this applies to student behavior is ongoing.

Beliefs

We believe our rules and procedures will:

- Provide common language and understanding school wide
- Provide a starting point for behavior and conduct expected
- Provide a framework of expectations, rewards, and consequences so we can be consistent and fair with all students
- Promote overall school safety and security for each student
- Demonstrate our agreement and commitment to developing personal responsibility
- Provide a framework which will result in positive student behavior.

Philosophy

When systems are in place, such as those found in CHAMPS, student behavior will improve. When expectations are shared and understood, positive student behavior receives strong support. When positive student behavior is expected from all, students will respond more positively and shared guidelines will have a higher chance of being followed by all.

A student's education is dependent upon a "team" effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for each and every student. All Staff Members contribute to the good of all students.

Expectations of Students:

- Attend school and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students, and the public in general.
- Be responsible digital citizens.
- Behave in such a way that does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents:

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition, and sleep).
- Be responsible for the pupil's behavior.
- Be responsible for pupils use of technology.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as requested.
- Know the district, school, and classroom rules and regulations and be supportive of your school.
- Help your child to develop personal responsibility.

Expectation for Teachers:

- Provide differentiated learning experiences appropriate for each student.
- Following Rtl guidelines, consistently maintain classroom rules, Internet safety, and district rules and policies.
- Implement CHAMPS within the classroom and common areas.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents to conference as needed.
- Continually improve professional competencies in positive behavior support.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators:

- Inform students and parents about student behavior plan - CHAMPS.
- Involve all stakeholders in CHAMPS.
- Encourage and support students by promoting positive student staff interactions throughout the school day.
- Consistently monitor classroom, school, and district rules and policies.
- Counsel with students and parents regarding disciplinary issues.
- Provide student consequences aligned to social justice philosophy.
- Provide professional development in management of student behaviors.
- Provide leadership that will establish, encourage school wide implementation of CHAMPS.
- Monitor effectiveness of school wide student behavior plan.

General School Rules:

- Attend school regularly.
- Be on time.

Be prepared for class.
Treat others with respect, care and consideration.
Follow rules inside and outside the classroom.
Conserve and protect school and private property.
Use appropriate language.
Follow district dress standards.
Use class time wisely.
Work quietly without disturbing others.
Respect the rights of others.
Complete all assignments on time.
Walk on black, run on green.

Summary:

Students will come to school ready to learn.
Rewards and incentives will be given regularly to students who demonstrate positive behavior.
A supportive, nurturing climate is fostered.
Additional consequences and supports are given to students who do not follow school rules.
CHAMPS implementation will clarify school wide expectations.

Students may receive suspension or even expulsion for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

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(a)(1) Causing serious physical injury to another person, except in self-defense.

(a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(4) Robbery or extortion.

(a)(5) Assault or battery upon any school employee.

(c)(1) Possessing, selling, or otherwise furnishing a firearm.

(c)(2) Brandishing a knife at another person.

(c)(3) Unlawfully selling a controlled substance.

(c)(4) Committing or attempting to commit a sexual assault.

(c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

At beginning of school year the Safe School Plan is reviewed with staff and safety committee. Periodically, training and monitoring of the plan are scheduled. Safe School Plan is reviewed by School Site Council and Leadership Committee. Safe School Committee and School Site Council approve the Safe School Plan by February. Ongoing communication to all stakeholders keeps procedures and action steps responsive with school needs.

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the SSC, and updated on March 1st. Changes and additions to the Safe School Plan can be made throughout the school year. If there is a need to update, or change information, based on recommendations and approval of Safety Committee or School Site Council, revisions and updates can be integrated into the plan.

Safety Plan Appendices

Emergency Contact Numbers

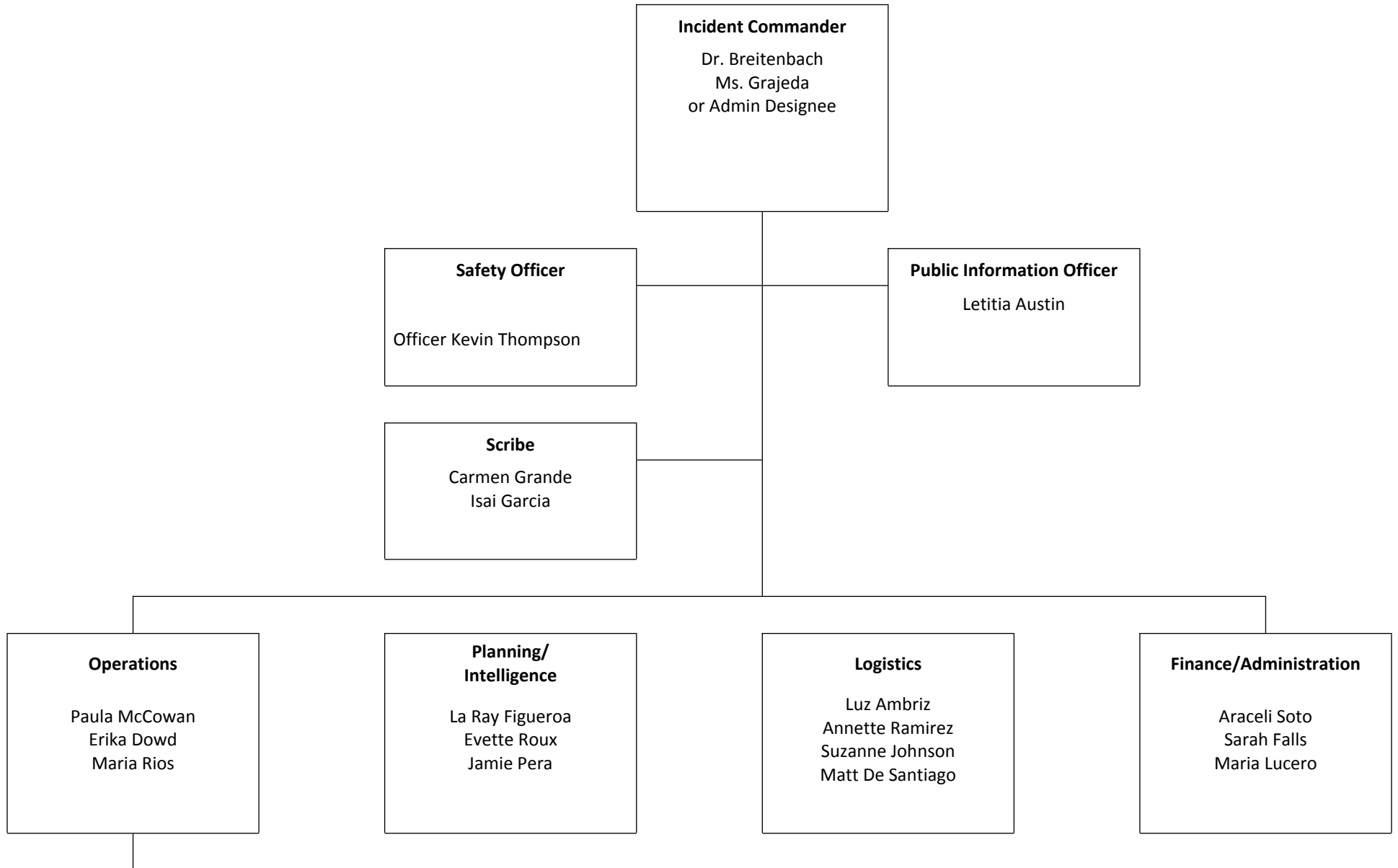
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 desde un teléfono fijo; 486-1663 desde un teléfono celular.	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
August 2017 review Behavior and Disaster plan with staff. August 2017 review Command System with staff. Review plan with safety committee each year in Fall. In January, 2018 review plan with Leadership Team, Safety Committee and School Site Council. Provide times for stakeholders to give their input to the School Safety Plan. Make necessary updates and revisions to plan as needed throughout the school year.		
Share plan with Leadership Committee for discussion and suggestions.	January 22,2018	Conference Room Meeting, Agenda included School Safety Plan review.
Review plan with Safety Committee. Seek approval of plan.	January 29, 2018	Conference Room-Agenda included Emergency Procedures, PBSI, Recommendations
Share Dress Code and Safety Plan Draft with School Site Council	January 31, 2018	Library-Agenda included review of plan including dress code.

Thurgood Marshall Elementary School Incident Command System



**First Aid & Search
Teacher A**

Search:
Julian Lazaro
Nena Cervantes
Ray Luis
Sylvia Pena

First Aid:
Beth Kaser
Kerry Ann Magner Varela
Haleigh Salvage

**Student Release &
Accountability
TeacherB**

Leticia Trejo
Carol Ultreras
Joleen Segura

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery. Responses to the emergency vary, depending on the nature of the emergency.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Parent communication is done through Connect Ed, as needed.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present, near, or on campus. If an animal such as a dog is present on the yard, all students are directed to go inside. If possible, the campus custodian may assist in securing the animal from harm itself or others. The animal may be confined to a secured area until it is removed from the campus by animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Priority 1 lockdown means all students and staff are out of sight and all doors are locked.
4. Superintendent's office is notified.
5. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Super Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal and law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.

9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.

6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.

7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING", when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.

3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent's Office.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Notify the Fire Department by dialing 911
2. If needed, evacuate building. Follow directive of Fire Department as to proximity of danger.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building, as determined safe depending on location of fire.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.

11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions in collaboration with OSD:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid as needed within safe guidelines.
3. Notify the District Office.
4. Establish a command post as needed.
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff. Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team will provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

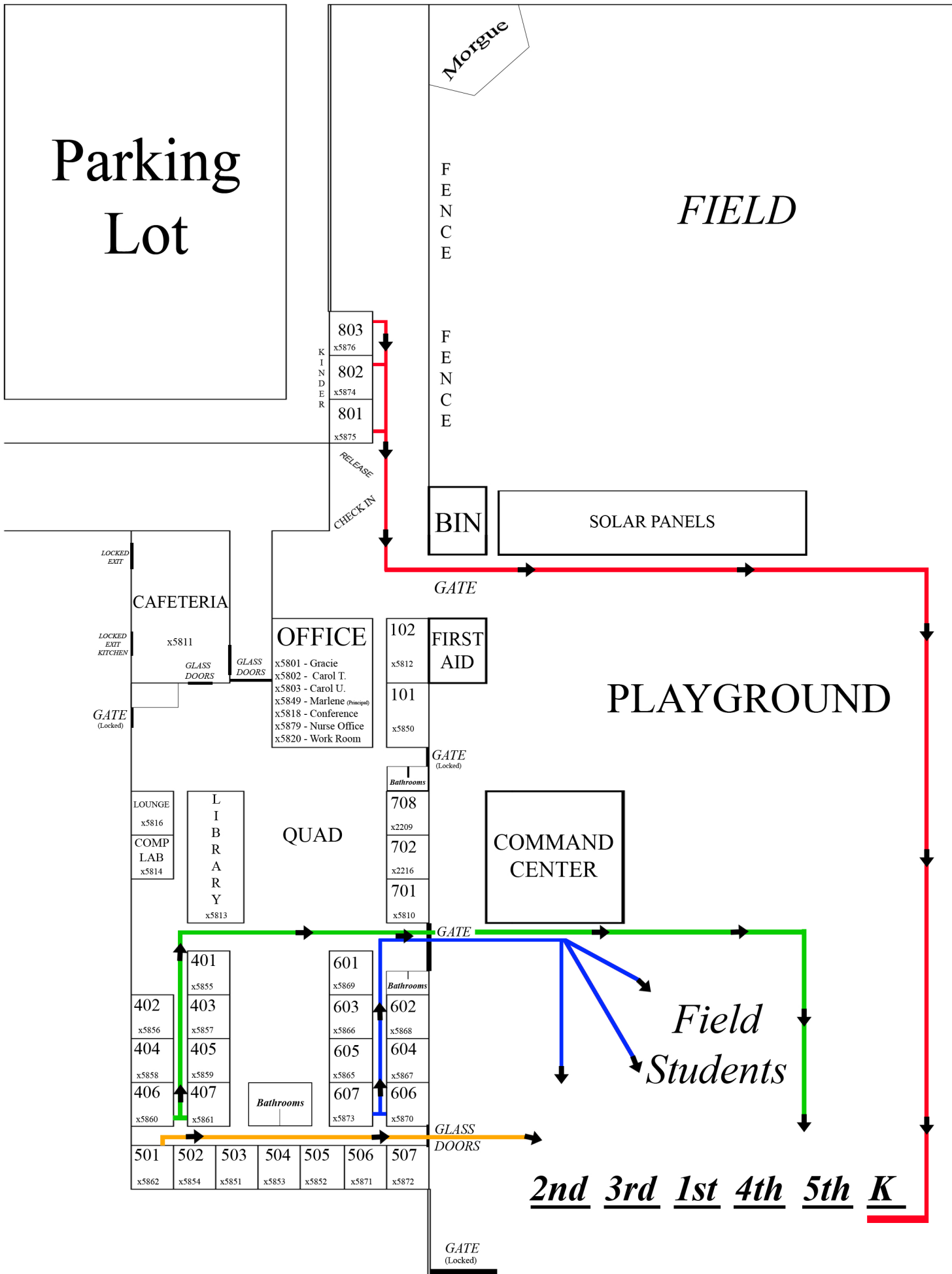
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The Administrator will contact the District Superintendent for direction. Actions will focus on student safety and well being.

Emergency Evacuation Map

Patterson Rd.



Gonzalez Rd.

Thurgood Marshall Dr.

Thurgood Marshall Dr.

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Christa McAuliffe Elementary School
CDS Code: 5672380100362
District: Oxnard School District
Address: 3300 Via Marina Avenue
 Oxnard, CA 93035
Date of Adoption: 10/4/17

Approved by:







Name	Title	Signature	Date
M. Arias Elisondo	School Principal		1/31/18
Rochelle Rodriguez	Site Counselor		2/5/18
Amy Dahm	SSC Classified Representative		2/5/18
Holly Yarborough	SSC Chair and Certificated Representative		1-30-18
Holly Rey	PTA President		2-5-18
Officer Thompson	School Resource Officer		1-31-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Christa McAuliffe Elementary School's office.

Safety Plan Vision

At Christa McAuliffe Elementary School we believe all stakeholders deserve a physically, emotionally, mentally safe, secure, and positive learning environment through a caring, supportive staff, engaging curriculum, procedures, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

Components of the Comprehensive School Safety Plan (EC 32281)

Christa McAuliffe Elementary School Safety Committee

The Safety Committee is comprised of Officer Thompson, School Resource Officer, M. Arias Elisondo, Principal; Rochelle Rodriguez, Site Counselor; Amy Dahm, Office Manager; Holly Yarborough, SSC Chair and Classroom Teacher.

Assessment of School Safety

Students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. School administration and staff are committed to maximizing school safety, creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted, and necessary changes are made by either school personnel or district personnel. The Lead Custodian and the Principal conduct a monthly safety inspection and submit reports to the District Office. Any safety issues are reported by staff to the administration as they are noticed and are handled by the Lead Custodian or through work orders to the district office.

In addition, the Principal plans lock-down drills with the Oxnard Police Department and fire and earthquake drills to prepare staff and students in the event of a real situation where one of these strategies would be put into effect while school is in session.

The school safety assessment was a review of:

- Office Referrals
- Attendance Rates/School Attendance Review
- Suspension/Expulsion Data
- California Healthy Kids Survey
- Local Law Enforcement Juvenile Crime Data
- Property Damage Data

After reviewing current policies in place at McAuliffe School, the following areas need to be addressed: 1) Attendance, 2) Behavioral Expectations, 3) Discipline and Consequences, and 4) Internal Security Procedures.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) “GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

"Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.”

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(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.

3. Hats, caps, and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in, and the seat of pants cannot sag.

Full Site Dress Code Policy

+California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to properly prepare for school, or shall be required to prepare himself for the schoolroom before entering.

+Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

+DRESS CODE COMMON SENSE RULE: Students may not wear clothing or hairstyles that will be disruptive to the educational process.

McAuliffe Elementary School endorses the principle that dress and grooming of students is the responsibility of the student and parent/guardian and that good taste and good grooming are part of the socialization and learning process. School dress codes are annually reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

All clothing shall be neat, clean, and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Schools have the authority under state law to restrict the wearing of clothes which could be considered to be "gang" attire, or disruptive to the learning environment.

DRESS STANDARDS

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, gang attire (including professional sports attire) which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice. Any clothing, jewelry or personal items that interfere with school work; create disorder or disrupt the educational process, are not allowed.
3. Walking shorts are permissible and must be at least mid-thigh in length or reach the tip of the middle finger as measured against the shorts or whichever is longer. All sports-wear-type shorts, bike shorts (spandex), frayed shorts, shorts with holes, or short-shorts are unacceptable. Shorts that stop between mid-calf and the knees, worn with long white socks are considered gang attire and may not be worn. There must be a least four inches between the top of the socks and bottom of the shorts.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited.
5. Over-sized clothing is inappropriate. Clothing may be no longer than one size larger than the appropriate size. Pants must stay up on hips without the use of a belt and should not cover shoes. Shirts longer than mid-thigh in length must be tucked in pants.
6. Accessories and jewelry, which present a hazard to health or safety, are prohibited. Ear gauges, nose rings, and lip rings may not be worn while on campus.
7. Hats, caps and other head coverings shall not be worn indoors.
8. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

Students who violate the dress policy will be requested to correct inappropriate clothing or call home to have proper clothing items brought to school. If available, "loaner clothes" may be given to replace inappropriate clothing.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The student day is from 8:45 a.m. to 2:55 p.m. (Transitional Kindergarten (TK) and Kindergarten are from 8:35-2:02 p.m.). Supervision at the school site begins at 8:10 a.m. Parents are not allowed in the cafeteria, on the playground or escorting students down the hallways without a visitor's pass. Office hours are from 7:30-4:00 p.m.

Once students arrive on campus, they should proceed directly to either the cafeteria for breakfast or onto the playground.

Students are not allowed to loiter on campus after school. Students are allowed on campus after school if they are participating in after-school tutoring classes, team sports, or attend the after school Oxnard Scholars program.

Students whose parents are late picking them up are not allowed to sit out front to wait for a parent. They are directed to sit inside the building near the windows providing them a clear view of the front of the school. TK and Kindergarten students are brought directly to the office when parents are late. Parents who are habitually late retrieving their student(s), receive a letter from the principal.

Crosswalks are clearly marked with traffic signs.

A campus supervisor escorts students across main driveway each morning and afternoon.

We have also closed the campus, which means that no one is allowed to go past the lobby unless they have previously signed in at the main office and received a visitor's or a volunteer badge. Parents who drop off or pick up their children must wait in the lobby or front of the school.

We consistently check IDs when individuals come to the main office to pick up their student early from school. We match the IDs to the information provided on the emergency cards.

Tardy/Late Policy:

Students must be at the front door by 8:45 a.m. They are encouraged to be on the playground before that time, so that they may line up with their class.

Students arriving after the 8:45 a.m. bell must report to the office for a tardy slip. The slips are marked excused or unexcused depending on the circumstances. They must report to their class immediately.

Excused tardies are only given for valid reasons such as a doctor's appointment.

Students who arrive at school 30 minutes or later are marked "truant tardy". Three or more truant tardies are grounds for a SARB letter.

EXCUSED ABSENCES

These can only result from an illness, medical/dental appointments, court appearances, a religious holiday or a death in the family. All other absences are considered unexcused. When a student is absent, parents are expected to call the office (385-1560) the same day or the previous day.

RETURNING AFTER AN ABSENCE

Students must bring a dated note from the parent(s) or guardian stating the reason for the absence, with student name, grade, date of absence, and parent/guardian signature.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered truancies:

- Absent from school without the knowledge and /or consent of the parent/school
- Leaving the school grounds during the day without permission
- Staying out of class without permission
- Have excessive tardies

If a student is habitually late or absent from school, various measures may be followed including referrals to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requirements that parents attend parenting classes to fines and/or court appearances.

In all cases of truancy, students will be assigned appropriate consequences.

The Outreach Consultant, Principal and the Attendance Technician work together weekly to monitor attendance violations to ensure that administrative staff is aware of the accumulation of student tardies and/or absences.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

At Christa McAuliffe we have high expectations for all students, parents, and staff. In classrooms, on playgrounds, and during all school activities, we follow behavior standards and rules with appropriate social expectations.

Element:

School-wide Positive Behavior Incentive Supports (PBIS)

Opportunity for Improvement:

Minimize the amount of student referrals to office, minimize suspensions and maximize a positive behavior culture.

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>Develop and implement a comprehensive school-wide positive behavior support system founded in the behavior positive support model of CHAMPS; Conversation, Help, Activity, Movement, Participation & Success for the common areas of the campus.</p>	<ol style="list-style-type: none"> 1. Hold regular meetings with McAuliffe's Safety Committee 2. Conduct school-wide training 3. Identify a way to disseminate school-wide behavior expectations 4. Develop a new behavior referral form 5. Reduce the amount of referrals due to negative behavior 6. Provide staff with resources that emphasize components of the CHAMPS program. 7. Hold student assemblies to discuss behavior expectations. 	<p>CHAMPS School-Wide Training for staff and students</p>	<p>School Principal, Outreach Coordinator, Counselor</p>	<p>Office Referrals Staff Feedback Parent Feedback</p>
<p>Teachers, support staff, administration, parents and students will work together and build a sense of community.</p>	<ol style="list-style-type: none"> 1. Staff shall practice a code of ethics that embraces Cultural Proficiency. 2. Staff will work with parents and students in a way that affirms universal human values such as respect, honesty and fairness. 	<p>PBIS Training, Resources, Counselor</p>	<p>School Principal, Counselor</p>	<p>Observation PBIS Survey</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop a plan to meet the needs of students who have social/emotional challenges.	<ol style="list-style-type: none"> 1. Use a referral system to identify students who may have these challenges 2. Get parent permission for student to see school counselor 3. Counselor will either conduct Social Skills counseling groups based on gender and age or provide one on one sessions 4. Outreach Consultant can contract community resources for off site support for students and their families and/or provide PPP classes to the parents and guardians of the student. 	Second Step program Parent Classes Outside Agencies VCBH	Counselor, Outreach Coordinator	Pre and Post measures Teacher reports Observations Student Interviews Office referrals
All Playground Supervisors and all Support Staff (Media Technician, Office Personnel, Custodians, etc.) will be trained in the behavior model of CHAMPS.	<ol style="list-style-type: none"> 1. Offer CHAMPS training for all staff, specific to their role 2. Hold biweekly meetings with Playground Supervisors and all Support Staff to discuss student behavior. 3. NCPI training 	CHAMPS School-Wide Training for staff and students	School Principal and Outreach Coordinator	Agendas
To Collaborate with School Resource Officer (SRO).	<ol style="list-style-type: none"> 1. Hold Priority One drill with SRO present. 	Oxnard Police Department	School Principal, School Resource Officer, Outreach Coordinator School's Safety Committee	Regular Visits Safety Drill Documents Evaluation of parent meetings
Implement Positive Behavior Interventions and Support (PBIS) to ensure school-wide positive behavior support and reduce suspensions as outline in the SPSA.	<ol style="list-style-type: none"> 1. Conduct school-wide training 2. Implement positive behavior strategies school-wide 3. Reduce the amount of referrals due to negative behavior 4. Hold student assemblies to discuss behavior expectations. 	PBIS resources, lesson plans, videos	PBIS Committee	Office Referrals Health referrals Teacher Reports

Objectives	Action Steps	Resources	Lead Person	Evaluation
Implement "The Big Six" positive discipline approach for student conduct, safety and character: Show respect to every student and every adult, use words that compliment, help, and support people, settle differences peacefully, together, take care of the school, your belongings, and the belongings of others, always be where you supposed to be, always try to perform better than you did yesterday.	<ol style="list-style-type: none"> 1. Student assemblies to introduce and teach "The Big Six" 2. Teach reinforcement of the "The Big Six" in and outside of the classroom 3. Student recognition and praise for using the "The Big Six" 	Created Posters CHAMPs Bucks	Staff	Office Referrals Student interviews Counseling referrals Parent communication Teacher Reports
Reduce student/peer conflicts during recess and transition times.	<ol style="list-style-type: none"> 1. Identify areas of conflict. 2. Provide resources for children during recess. 3. Teach children how to resolve conflicts with peers. 	Counselor	Principal, Counselor	Office Referrals Data

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure that all school facilities are safe and in working order.	1. Conduct walk-throughs 2. Submit and monitor Facility Work Orders	Safety Check-List and Observation	School Principal, Lead Custodian	Walk-Through Reports Work Orders
Communicate Safety Plan to all Stakeholders	1. Hold Parent-Community meetings to disseminate the information to all stakeholders. 2. Hold Faculty Meetings informing staff of the School's Safety Plan	Agendas Minutes Hand-Outs	School Principal	Agendas
Ensure that all students and staff can be accounted for after the school building has been evacuated.	Review and revise school building evacuation and relocation for students in primary grades.	School Map	Staff	Revised Evacuation Map

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Disseminate School Safety Plan to all stakeholders	<ol style="list-style-type: none"> 1. Hold Parent-Community Meetings to inform all parents and guardians of the procedures in case of an emergency/disaster 2. Hold Student Assemblies to educate students in what to do and expect in case of an emergency/disaster 3. Hold meetings with all staff to inform everyone of the procedures in case of an emergency/disaster 4. Coffee with the Principal 	Agendas Staff Meetings Parent Group Meetings	School Principal, Outreach Coordinator, School's Safety Committee	Agendas
Ensure the school's Emergency Operations Plan is implemented	<ol style="list-style-type: none"> 1. Hold Monthly fire drills. 2. Train entire school staff on their responsibilities during an emergency situation 3. Hold evacuation drills yearly 	Calendar Handout Connect Ed	School Principal, Outreach Coordinator, School Safety Committee	Calendar
School-wide Disaster Preparedness	<ol style="list-style-type: none"> 1. Hold earthquake, fire and evacuation drills during school hours 2. Conduct lock-down drills 3. Hold regular meetings with all staff to review procedures 	Oxnard School District Emergency Operations Plan Oxnard School District Crisis Intervention Plan Oxnard Police Department	School Principal, School Resource Officer, Office Manager, School's Safety Committee	School Safety Committee
Conduct annual evacuation drills per year.	<ol style="list-style-type: none"> 1. Safety Committee will meet regularly to review effectiveness of current procedures 2. Make necessary changes to the plan and notify all school staff 	Agendas Hand-Outs Connect Ed	School Principal, Assistant Principal and School's Safety Committee	Revised Plan

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Christa McAuliffe Elementary School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents, and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

We want our students to develop a sense of values and to become:

Caring
Honest
Responsible
Well mannered and courteous
Respectful
Knowledgeable of right and wrong
Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.

Provide a framework of expectations, rewards, and consequences, so we can be consistent and fair in disciplining students.

Promote overall school safety and security for each student.

Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a team effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct concerning life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Attend school regularly and be on time for each class.

Know and follow school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Do not disrupt the learning of others.

Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.

Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).

Be responsible for your child's behavior.

Teach the pupil respect for the law and the rights of others.

Visit the school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline and control.

Expectation for Teachers

Provide positive learning experiences appropriate for each student.

Consistently enforce classroom rules, district rules, and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conferences and communication.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school and district rules and policies.

Counsel with students and parents regarding disciplinary matters.

Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

Provide leadership that will establish, encourage and promote teaching and effective learning.

Work closely with parent groups to design a Parent/Student/School Compact that outlines the responsibility and expectations for each group.

Basic School Rules:

Attend school regularly.

Be on time.

Be prepared for class.

Treat others with respect, care and consideration.

Promptly obey school authorities without argument.

Conserve and protect the school and private property.

Engage in activities without "body contact."

Follow all school, playground, and rules.

Use appropriate language.

Follow district dress/uniform standards.

Use class time wisely.

Work quietly without disturbing others.

Respect the rights of others.

Complete all assignments on time.

Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns, and Consequences:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in the prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

While on school grounds;

While going to or coming from school;

During the lunch hour whether on or off campus;

During, or going to or coming from, a school-sponsored activity.

Other causes of disciplinary action:

Deliberate littering of school premises;

Chewing gum while at school;

Inappropriately using cellular telephones or electronic devices or failing to follow school policy outline in Parent/Student packet given out at the beginning of the year;

Not adhering to the school dress code;

Making bomb threats or false fire alarms;

Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school-sponsored events;

Habitual tardiness or truancy;

Forging parents' signatures or school documents (CAC 306).

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

The school's Safety Plan is annually reviewed for advisement by the Leadership Team, Faculty, and ELAC committees. The plan is approved by School Site Council.

All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety. If at any time any of the stakeholders feel that the plan needs to be amended, the following process will be followed:

1. Safety Committee will be convened to discuss issue
2. Changes will be proposed
3. Proposed changes will need to be reviewed and approved by School Site Council
4. Amendments will be made

Safety Plan Appendices

Emergency Contact Numbers

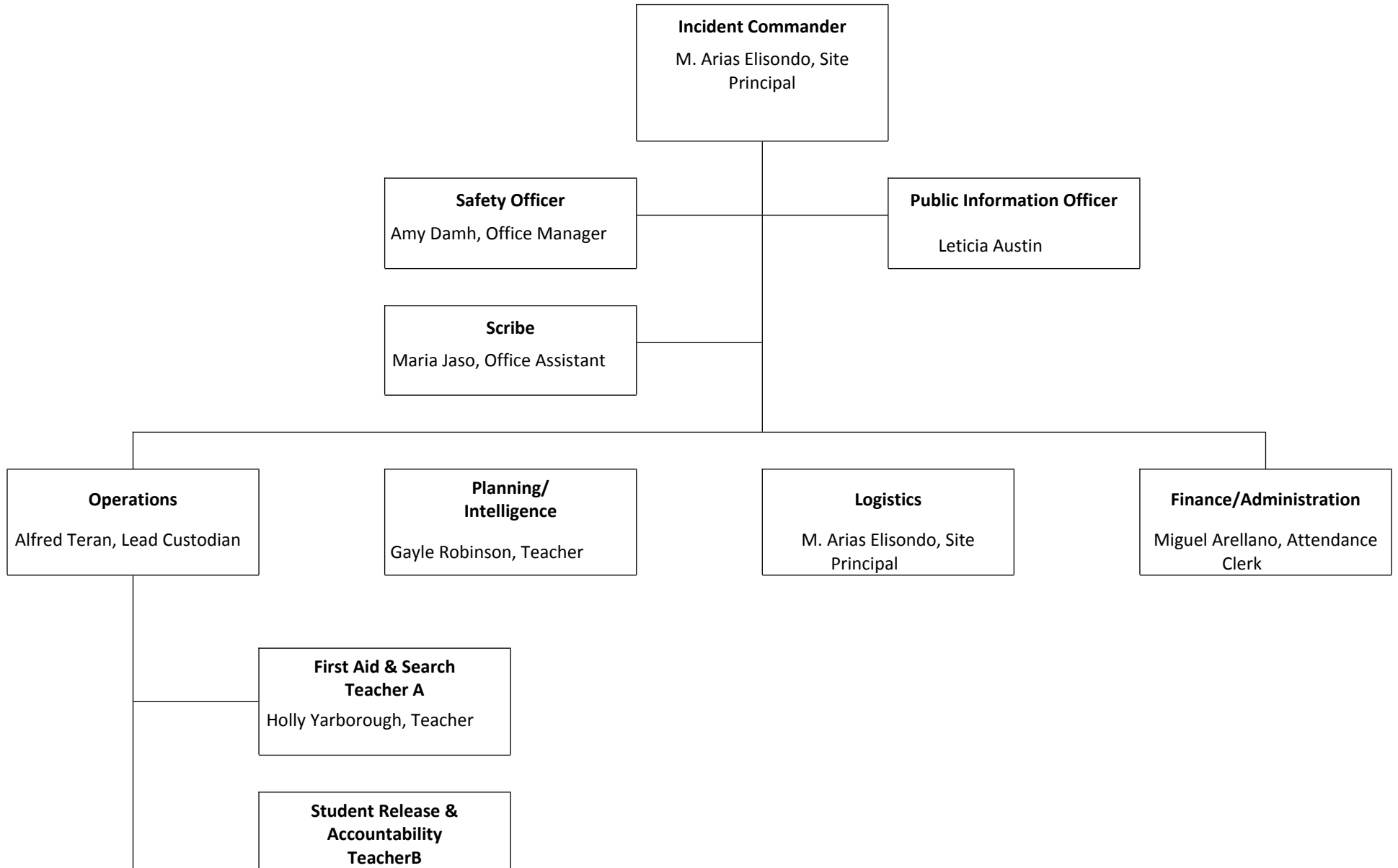
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; (805) 486-1663 from cell phone	(805) 486-1663 from cell phone
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	(805) 654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	(805) 988-2500	
Local Hospitals	Ventura County Medical Center	(805) 652-6120	
Local Hospitals	Community Memorial Hospital	(805) 652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review plan with staff.	November-December	
Safety Committee meets to review the Safety Plan	January	
Faculty Meeting is held to review safety procedures in the Safety Plan	March	
Safety Plan is shared with SSC	January-February	
Safety Plan is shared with ELAC	January-February	
Hold Parent/Community meetings to disseminate information	August-September	

Christa McAuliffe Elementary School Incident Command System



Amanda Wilson, Teacher

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or another emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, the age of the children, the location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon the first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.

3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off the ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed concerning the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command are to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate the building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at a safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether a further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate the building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at a safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether a further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary, evacuate location to move away from the crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disasters; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent, and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health.
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

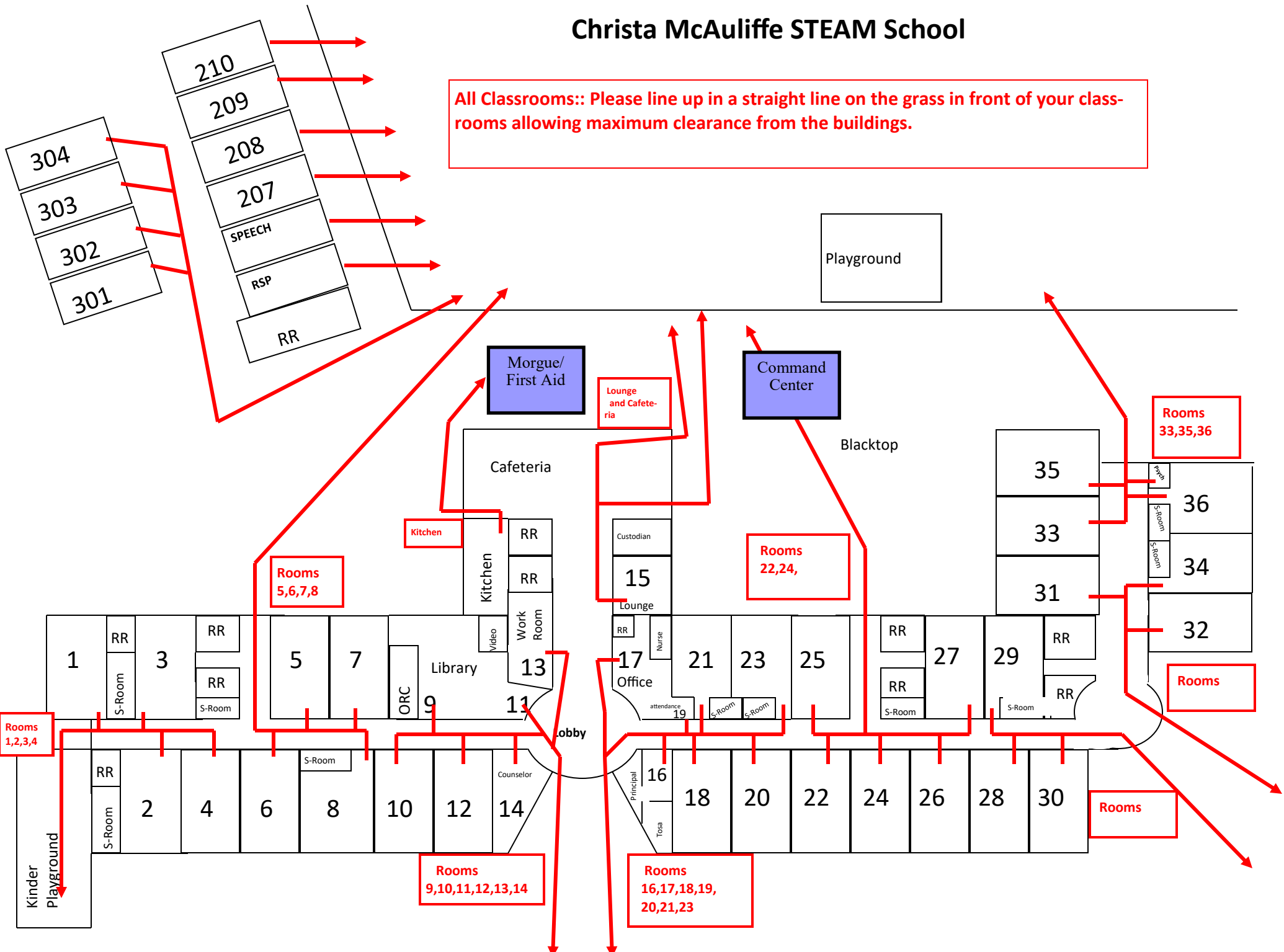
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Christa McAuliffe STEAM School

All Classrooms:: Please line up in a straight line on the grass in front of your classrooms allowing maximum clearance from the buildings.





Christa McAuliffe School

What Parents Should Know for the 2017-2018 School Year

DEAR PARENTS

Welcome to Christa McAuliffe Elementary School and new academic school year for 2017-2018. Christa McAuliffe School is a wonderful school with a strong academic focus. The mission of Christa McAuliffe School is to provide a safe and nurturing environment where students are empowered to become successful lifelong learners, reaching their academic and social potential through a collaborative respectful partnership between parents, families, students, educators, school personnel, and community. The staff and I would like to welcome you and your family. If you have any questions, please contact our school at (805) 385-1560 or email Mrs. Elisondo, Principal at marias@oxnardsd.org to further assist you.

SCHOOL HOURS AND INFORMATION

Kindergarten.....8:45 a.m. –2:02 p.m.
First - Fifth grade 8:45 a.m. – 2:55 p.m.
Office Hours.....7:30 a.m. – 4:00 p.m.

OFFICE STAFF

School Principal.....Mrs. Mary Elisondo
School Office ManagerMrs. Amy Dahm
School Attendance Tech.....Mr. Miguel Arellano
School Office AssistantMs. Maria Jasso
School Phone..... (805) 385-1560
If your child is absent, please call, send a note or email to Mr. Arellano at m2arellano@oxnardsd.org

SCHOOL ARRIVAL, PICK-UP, & SUPERVISION

For your child’s well-being and safety, students are not to arrive at school prior to 8:10 a.m. Adult supervision is not available prior to this time. Students are to be picked up immediately at school dismissal. **Only parents/legal guardians or adults listed on the emergency card may pick up students. We check ID’s when signing a student out. Non-custodial guardians may not pick-up students during school time unless they are listed on the emergency card.**

SCHOOL RULES AND EXPECTATIONS

We believe student learning can only take place when students are following directions, feel safe, and are on task. During the first week of school, teachers will review the rules and what is expected of each student. If you have concerns about your child’s behavior, please contact the Principal so we can support you and your child. Please read the Annual Parent Rights Notification located on our school’s website, for this document contains information parents need to know

ARTICLES FROM HOME

No toys, electronics, or other personal items should be brought from home. The school is not responsible for any loss of personal items brought by students from home.

LOST AND FOUND

Please label your child’s clothing for proper and quick identification. Jackets, sweaters, lunch boxes, and other items are kept in the Lost and Found box which is located in the school’s cafeteria. Parents are welcome to check the Lost and Found for any missing items. Lost wallets, glasses, and smaller valuables are kept in the office. When articles are not claimed after a reasonable time, they are donated to charity.

CELL PHONES AND ELECTRONIC DEVICES

It is our policy to prohibit the use of personal cellular phones or non-school given electronic devices by students on campus during normal school hours. Students are permitted to possess cellular phones or electronic devices on campus provided that any such

device shall remain off and stored in a backpack, pocket, or other place where it is not visible during normal school hours or school sponsored activities. Students are permitted to use cellular phones or electronic devices off campus before and after school. Students must comply anytime a request is made by school personnel to cease the use of a cellular telephone or other device even before or after school. **The District is not responsible for lost or stolen cellular phones or other personal items of value such as iPods, cameras, electronic games, computers, or any electronic device etc.**

MEETING WITH THE TEACHER

Parents can meet with teachers; simply contact the front office for an appointment that is convenient for you and the teacher. Feel free to call the office for a teacher’s email address or look on our school’s website. Teachers are not allowed to conference or take phone calls during instructional time, as they may not be interrupted during the instructional day. We can, however, transfer calls to the teacher’s voice mail to leave a message during the day.

PARENT VOLUNTEERS

If you are interested in volunteering at Christa McAuliffe School you’ll need to have a TB test (renewed every two years) and be finger-printed. These procedures are designed to ensure student safety & follows Education Code Law and Board Policies. For more information, contact the front office.

BREAKFAST AND SCHOOL MEAL PROGRAM

The cafeteria serves breakfast and lunch. A school breakfast is available to all students from 8:10 to 8:30 a.m. in the cafeteria. The price of a school breakfast is free for all students. If you wish to deliver food for your child’s lunch, please leave it at the front office. All lunches brought to the office will be placed on a cart in the cafeteria and distributed by campus assistants. We will not interrupt instruction by calling the classroom. **Please do not deliver fast food meals to the school. We are making every effort to follow healthy food guidelines.** Food from the cafeteria or from home is not to be taken to the playground.

Families who feel they qualify for free or reduced meal must complete a new application each school year.

Breakfast	FREE
Full price lunch	\$2.45
Reduced price lunch	\$.40

Meal payment is due prior to students’ lunch time. Students may pay in cash or through a pre-pay program we offer. Students may add money to their accounts with check or cash. Pre-pay account deposits may be made in the morning. The price of each meal is then deducted from the student’s account when they buy a meal. The student will be notified when his/her balance is low. We make every effort to contact parents when students’ balances reach zero. If a student does not pay for his/her lunch for more than three days, he/she will be served a sandwich & milk rather than the complete lunch every day until the balance has been paid.

Parents are not allowed in the cafeteria, with the exception of between 8:10 and 8:45, when payment for lunches can be made. If you have questions regarding food services, please call Jason Ingram, our Interim Kitchen Coordinator.

IMPORTANT NOTICES

Many important forms will come home with your child on the first day of school. Please review the material and if there are questions, please call the school. **These forms need to be signed and returned to school as soon as possible.** **If you have any questions about these forms, please call the school office.**



Christa McAuliffe School

Lo que nuestros padres deben saber para el año escolar 2017 -2018

ESTIMADOS PADRES:

Bienvenidos a la escuela primaria Christa McAuliffe y al año nuevo 2017-2018. La escuela Christa McAuliffe es una escuela maravillosa con un fuerte enfoque académico. La misión de la escuela Christa McAuliffe es proveer un ambiente seguro donde los estudiantes son capacitados para ser exitosos estudiantes toda la vida, alcanzando un potencial académico y social mediante una respetuosa colaboración entre padres, familias, estudiantes, educadores, personal de escuela y la comunidad. El personal y yo queremos darle la bienvenida y si tiene alguna pregunta pueden llamar a la escuela al 385-1560 o mandar un correo electrónico a el directora, Mrs. Mary Elisondo, a marias@oxnardsd.org

INFORMACION SOBRE EL HORARIO ESCOLAR:

Kinder8:45 a.m. – 2:02 p.m.
Primero – Quinto grado.....8:45 a.m. – 2:55 p.m.
Horas de la oficina7:30a.m. – 4:00 p.m.

PERSONAL DE LA OFICINA

Directora.....Mrs. Mary Elisondo
Gerente de Oficina.....Mrs. Amy Dahm
Secretaria de asistencia.....Mr. Miguel Arellano
Secretaria de ayuda.....Ms. Maria Jasso
Teléfono (805) 385-1550
Si su niño está ausente, favor de hablar a la escuela el mismo día, mandar una nota al día siguiente o también mandar un correo electrónico a el Sr. Arellano a m2arellano@oxnardsd.org

LA LLEGADA, SALIDA Y SUPERVISIÓN

Para el bienestar y la seguridad, ningún niño debe llegar a la escuela antes de las 8:10 de la mañana. No habrá supervisión de adultos a esa hora. Los estudiantes deben ser recogidos después de clases. **Solamente los padres o guardianes que estén anotados en la tarjeta de emergencia pueden recoger a los estudiantes. Revisaremos las identificaciones cuando recoja a sus niños. Personas que no sean los padres y que no estén anotadas en la tarjeta, no se les permitirá llevarse a los niños.**

REGLAMENTOS Y EXPECTATIVAS

Nosotros creemos que el aprendizaje de los estudiantes solo se realizará cuando los estudiantes siguen las reglas, se sienten seguros y estén enfocados en los estudios. Durante la primera semana de este año nuevo, los maestros repasarán con los estudiantes los reglamentos de comportamiento y las expectativas de la escuela. Si usted tiene alguna pregunta acerca del comportamiento de su niño, por favor contacte a la directora para que reciba apoyo a usted y a su niño. Favor de leer el paquete de Notificación Anual de Derechos de los Padres que se encuentra en el sitio web de McAuliffe ya que estos documentos contienen información que los padres necesitan saber.

ARTICULOS DE LA CASA

No se permite que los estudiantes traigan juguetes, aparatos electrónicos, u otros artículos personales de su hogar. La escuela no será responsable por la pérdida de artículos personales traídos de casa.

OBJETOS PERDIDOS Y ENCONTRADOS

Por favor marque las prendas de su niño con el nombre de su niño para que sean identificadas rápidamente y fácilmente. Objetos pequeños como lentes, carteras, y artículos valiosos se mantienen en la oficina. Chamarras, suéteres, loncheras, y otros artículos se encuentran en una caja designada como Lost and Found y se encuentra en la cafetería. Los padres son bienvenidos a buscar en la caja de Lost and Found por artículos perdidos. Cuando no se han reclamado artículos u objetos perdidos después de cierto tiempo, serán donados a caridad.

TELEFONOS CELULARES Y APARATOS ELECTRONICOS

Es nuestra política de prohibir a los estudiantes el uso personal de teléfonos celulares y aparatos electrónicos durante el horario normal escolar. A los estudiantes se les permite tener teléfonos celulares o aparatos electrónicos en la escuela siempre y cuando permanezcan adentro de sus mochilas o en algún lugar fuera de vista durante el

horario normal de la escuela. Los estudiantes pueden usar sus teléfonos celulares o aparatos electrónicos fuera de la escuela antes o después de clases. Los estudiantes deben obedecer cuando se les pide dejar de usar el teléfono celular u otro aparato electrónico antes o después de clases. **El distrito no será responsable por cualquier teléfono celular u otro aparato personal de valor como cámaras, iPods, juegos electrónicos, etc. que sean perdidos o robados.**

JUNTAS CON EL MAESTRO/A

Los padres pueden hablar y coordinar una cita con el/la maestro/a, que le sea cómoda a usted y al maestro. Si desea el correo electrónico del maestro, puede pedirlo en la oficina. A los maestros no les es permitido tener conferencias ni contestar llamadas durante el tiempo que ellos están enseñando, ya que no se les puede interrumpir. Si desea, puede llamar y dejar un correo de voz para el maestro.

PADRES VOLUNTARIOS

Si está interesado en ser voluntario en la escuela, necesitamos un examen de tuberculosis (renovada cada dos años) y tomarse las huellas digitales con el departamento de policía (gratuitamente). Estos procedimientos han sido diseñados con el fin de asegurar el bienestar y la seguridad de nuestros estudiantes y mantener las Leyes del Código Educativo.

EL PROGRAMA DE DESAYUNOS Y COMIDA DE LA CAFETERÍA

La cafetería sirve desayuno y almuerzo. Antes de clases el servicio de desayuno es de las 8:10 hasta las 8:30 de la mañana para los estudiantes de kínder a quinto año. Si desea traer almuerzo para su estudiante, favor de pasar a la oficina, escriba el nombre de su niño/a en el almuerzo, y déjelo en la oficina. Su niño/a necesita recoger su almuerzo en la cafetería. Los maestros no serán interrumpidos durante la clase. **Favor de no traer comida rápida a la escuela. Estamos haciendo todo lo posible de seguir las guías de alimentos sanos.** La comida de la cafetería y de casa no debe de ser llevada al patio de recreo.

Familias que piensan que califican para almuerzos gratis necesitan llenar una aplicación para el nuevo año escolar cada año.

Desayuno	GRATIS
Almuerzo	\$2.45
Almuerzo a precio reducido	\$.40

Antes de servir el almuerzo o desayuno, se paga por adelantado con la cajera. Estudiantes pueden pagar en efectivo, con cheque o atreves de un plan de pre-pago que ofrecemos. Los estudiantes pueden agregar dinero a su cuenta pre-pagada antes de la hora de clases. El precio de cada comida es deducido de la cuenta del estudiante. El estudiante será notificado cuando su balance esté bajo. Tratamos de contactar a los padres cuando el balance del estudiante llegue a cero. Si un estudiante no paga por su comida por más de tres días, cada día se le servirá un sándwich y leche en vez del almuerzo completo hasta que se pague el balance de su cuenta.

No se permiten padres en la cafetería excepto entre las 8:10 y 8:45 de la mañana, cuando usted puede hacer pagos. Si tiene alguna pregunta referente a la comida, favor de llamar a la coordinadora de la cafetería Jason Ingram.

NOTICIAS IMPORTANTES

En el paquete de folletos encontrará muchas formas de mucha importancia. Por favor repase todo el material. **Usted debe leer, firmar y devolver las formas a la escuela con su niño lo más pronto posible.**

Si tiene alguna pregunta sobre la información presentada, favor de llamar a la escuela.



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



Christa McAuliffe Elementary

3300 Via Marina Ave.

(805) 385-1560

Fax: (805) 985-4690

Attendance is mandatory. If your child is absent from school, it is your responsibility to contact the school and notify them of the reason for the absence. If a student is absent and the school is not notified, the absence will automatically be counted as an unexcused absence. If a student demonstrates a pattern of excessive absences or tardies, the following procedures will be followed:

SARB Procedures

SARB (School Attendance Review Board) procedures may be initiated for students who have:

- 3 unexcused absences, or
 - 3 truant tardies (over half an hour), or
 - a combination of both
-
- Mailed notification of concern after 3 unexcused absences or 3 truant tardies.
Initiation of attendance contract

 - Mailed notification of continued concern after 6 unexcused absences or trancies.

 - Referral to SARB (School Attendance Review Board) after 9 unexcused absences or trancies.
- * **Excused Medical** – After 10 medical excused absences, a doctor's note is required to verify absence. Any medical absences after 14 without a doctor's note will be unexcused.

For further information, please see the Annual Parent Rights Notification.



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La asistencia es obligatoria. Si su hijo/a se encuentra ausente de la escuela, es su responsabilidad el contactar la escuela y notificarles la razón de la ausencia. Si el estudiante está ausente y la escuela no ha sido notificada de la razón por la ausencia, esta será automáticamente contada como una ausencia sin justificación. Los procedimientos siguientes serán implementados si algún estudiante demuestra una rutina de ausencias o tardanzas excesivas:

Procedimientos de SARB

(Mesa Directiva de Asistencia Escolar)

Los procedimientos de SARB pueden ser iniciados cuando el estudiante tenga:

- 3 ausencias sin excusa, o
- 3 tardanzas de más de media hora, o
- Una combinación de las dos

- Mandamos la primera notificación después de 3 ausencias sin justificación o 3 tardanzas de media hora o más. Iniciamos el contrato de asistencia.
- Mandamos la segunda notificación después de 6 ausencias sin justificación o faltas a clase sin permiso de los padres. Habrá una conferencia acerca de la asistencia de su hijo/a.
- Se referirá a SARB (Mesa Directiva de Asistencia Escolar) después de 9 ausencias sin justificación o faltas a clase sin permiso de padres.

* **Ausencia Médica** – Después de 10 ausencias médicas se requiere una nota del doctor para poder verificar la ausencia. Después de 14 ausencias medicas sin nota del doctor, las próximas ausencias serán marcadas como ausencias sin justificación.

Para más datos, favor de revisar la Notificación Anual de Derechos de los Padres.

Christa McAuliffe Elementary School Guidelines

As a Challenger “CHAMP”ion, I
will:

- ✚ Have a good attitude
- ✚ Expect success
- ✚ Accept responsibility
- ✚ Respect myself and others
- ✚ Think before acting



Reglas de la Escuela Christa McAuliffe

Como un “Desafiador
Campeón,” yo:

- + Tendré una buena actitud
- + Esperaré el éxito
- + Aceptaré responsabilidad
- + Respetaré a mí mismo y a los demás
- + Pensaré antes de actuar



McAuliffe Elementary

CHAMPS Expectations

Students are expected to follow CHAMPS, a proactive and positive approach to classroom and school-wide behavior management.



CONVERSATION

CAN STUDENTS TALK TO EACH OTHER?



HELP

HOW DO STUDENTS GET THEIR QUESTIONS ANSWERED?



ACTIVITY

WHAT IS THE TASK OR OBJECTIVE?



MOVEMENT

CAN STUDENTS MOVE ABOUT?



PARTICIPATION

WHAT DOES THE EXPECTED STUDENT BEHAVIOR LOOK AND SOUND LIKE?



SUCCESS!!

McAuliffe Elementary CHAMPS Expectations

Se espera de los estudiantes que sigúan “CHAMPS,” un método de comportamiento proactiva y positiva en el salón y en toda la escuela.



CONVERSACIÓN

¿LOS ESTUDIANTES PUEDEN HABLAR ENTRE ELLOS?



AYUDA

**¿CÓMO PUEDEN LOS ESTUDIANTES TENER SUS PREGUNTAS
CONTESTADAS?**



ACTIVIDAD

¿CUÁL ES LA TAREA O EL OBJETIVO?



MOVIMIENTO

¿PUEDEN MOVERSE LOS ESTUDIANTES?



PARTICIPACIÓN

¿CÓMO ES EL COMPORTAMIENTO ESPERADO DE LOS ESTUDIANTES?



¡¡ÉXITO!!

KHFOOTY

McAuliffe Elementary prioritizes safety on-campus. Physical safety requires students to Keep Hands, Feet and Other Objects To Themselves (KHFOOTY).

Keep
Hands
Feet and
Other
Objects
To
Yourself



Dress Code Policy

- *California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to properly prepare for school, or shall be required to prepare himself for the schoolroom before entering.*
- *Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)*

McAuliffe Elementary School endorses the principle that dress and grooming of students is the responsibility of the student and parent/guardian and that good taste and good grooming are part of the socialization and learning process. School dress codes are annually reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

All clothing shall be neat, clean, and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Schools have the authority under state law to restrict the wearing of clothes which could be considered to be "gang" attire, or disruptive to the learning environment.

DRESS STANDARDS

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.

2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, gang attire (including professional sports attire) which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice. Any clothing, jewelry or personal items that interfere with school work; create disorder or disrupt the educational process, are not allowed.



3. Walking shorts are permissible and must be at least mid-thigh in length or reach the tip of middle finger as measured against the shorts or whichever is longer. All sports-wear-type shorts, bike shorts (spandex), frayed shorts, shorts with holes, or short-shorts are unacceptable. Shorts that stop between mid-calf and the knees, worn with long white socks are considered gang attire and may not be worn. There must be at least four inches between the top of the socks and bottom of the shorts.



4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.

5. Over-sized clothing is inappropriate. Clothing may be no longer than one size larger than the appropriate size. Pants must stay up on hips without use of a belt and should not cover shoes. Shirts longer than mid thigh in length must be tucked in pants.

6. Accessories and jewelry, which present a hazard to health or safety, are prohibited. Ear gauges, nose rings and lip rings may not be worn while on campus.

7. Hats, caps and other head coverings shall not be worn indoors.

8. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

Students who violate the dress policy will be requested to correct inappropriate clothing, or call home to have proper clothing items brought to school. If available, "loaner clothes" may be given to replace inappropriate clothing.

DRESS CODE COMMON SENSE RULE

Students may not wear clothing or hairstyles that are disruptive to the educational process.



**ALL STUDENTS WILL BE HELD TO
THE MCAULIFFE ELEMENTARY
SCHOOL DRESS CODE POLICY**

Reglamento Para el Código de Vestir

- *Código Educativo de California Título V, Sección 302: Un alumno que va a la escuela sin atención adecuada a la higiene personal o al orden de su atuendo debe ser mandado a casa para arreglarse adecuadamente para la escuela, o será requerido a prepararse para el salón de clase antes de entrar.*
- *Atuendo relacionado a las pandillas es definida como atuendo que pueda ser determinada razonablemente como una amenaza a la salud y la seguridad del ambiente escolar si es usado o exhibido en las instalaciones de la escuela. (Código Educativo 35294.1)*

La escuela McAuliffe respalda el principio de que la vestimenta y el arreglo personal de los estudiantes es la responsabilidad del estudiante y de los padres y que el buen gusto y el buen arreglo personal son parte de la socialización y el proceso de aprendizaje. Los reglamentos para el código de vestido son anualmente repasados por el Consejo Escolar del Plantel Educativo y/o por el Comité de Seguridad Escolar siguiendo estos reglamentos de la junta educativa:

Toda la ropa debe estar ordenada, limpia, en condición aceptable y debe usarse dentro de los límites de la decencia y el buen gusto apropiados para la escuela. Las escuelas tienen la autoridad bajo la ley estatal de restringir el uso de ropa que pueda ser considerada como atuendo de pandillas, o perturbador al ambiente de aprendizaje.

ESTANDARES DE VESTIR

1. Los zapatos deben de ser usados todo el tiempo. Las sandalias deben tener correa por detrás del talón. Zapatos o sandalias sin talón no son aceptables.

2. Ropa, joyas, y efectos personales (mochilas, botellas de agua, bolsos, etc.) no tendrán dibujos, letra, o insignias que sean vulgar, grosero, sexualmente insinuante, vestir de pandillas (incluyendo ropa de equipos profesionales), que tengan propaganda o promociones de compañías tabacaleras, alcohol, o drogas, o que aboguen discriminación racial, étnica, o religiosa. Cualquier ropa, joyas, u objetos personales que interfieran con el trabajo escolar, creen desorden o interrumpen el proceso educativo no serán permitidas.



3. Los pantalones cortos de ejercicio son permitidos y deben llegar no más alto de la rodilla y máximo 4 pulgadas de la rodilla. Todos los pantalones cortos deportivos, de ciclismo (de licra), deshilachados, con agujeros, o demasiados cortos no son aceptables. Los pantalones cortos que terminan entre la pantorrilla y la rodilla y que se usan con calcetines blancos largos se consideran ropa de pandilleros y no se deben usar. Debe de haber por lo menos 4 pulgadas entre lo arriba del calcetín y bajo del pantalón corto.



4. La ropa será suficiente para cubrir la ropa interior todo el tiempo. Los artículos de ropa transparente, las blusas o camisas con el estomago o el pecho descubierto, con el hombro descubierto, las blusas sin tirantes, faldas cortas o pantalones cortos muy cortos son prohibidos.

5. La ropa demasiada grande no es apropiada. La ropa no debe ser más de una medida más grande que el tamaño apropiado. Los pantalones deben sostenerse en la cadera sin necesidad de usar un cinturón y no deben cubrir los zapatos. Las camisas largas deben ser metidas dentro del pantalón.

6. Los accesorios y las joyas que presenten un peligro para la salud o la seguridad son prohibidos. Aretes de nariz y labio y aretes expensares no son permitidos en la escuela.

7. Sombreros, gorros, y cualquier otro artículo que cubre la cabeza no serán usadas adentro.

8. El cabello debe ser limpio y bien arreglado. El cabello no debe ser pintado con colorante que gotee cuando esté mojado el pelo.

Los estudiantes que violen los reglamentos del código de vestido serán requeridos a corregir vestimenta inapropiada, o llamarán a casa para traerles prendas ropa a la escuela. Si disponible, la escuela prestará ropa para remplazar ropa inapropiada.



SENTIDO COMUN DEL CODIGO DE VESTIDO

Los estudiantes no podrán usar ropa o peinados que interrumpen el proceso educativo.

TODOS LOS ESTUDIANTES SERAN BAJO EL ESCRUTINIO DE LOS REGLAMENTOS DE CODIGO DE VESTIDO DE LA ESCUELA MCAULIFFE

Reglamento Para el Código de Vestir

- *Código Educativo de California Título V, Sección 302: Un alumno que va a la escuela sin atención adecuada a la higiene personal o al orden de su atuendo debe ser mandado a casa para arreglarse adecuadamente para la escuela, o será requerido a prepararse para el salón de clase antes de entrar.*
- *Atuendo relacionado a las pandillas es definida como atuendo que pueda ser determinada razonablemente como una amenaza a la salud y la seguridad del ambiente escolar si es usado o exhibido en las instalaciones de la escuela. (Código Educativo 35294.1)*

La escuela McAuliffe respalda el principio de que la vestimenta y el arreglo personal de los estudiantes es la responsabilidad del estudiante y de los padres y que el buen gusto y el buen arreglo personal son parte de la socialización y el proceso de aprendizaje. Los reglamentos para el código de vestido son anualmente repasados por el Consejo Escolar del Plantel Educativo y/o por el Comité de Seguridad Escolar siguiendo estos reglamentos de la junta educativa:

Toda la ropa debe estar ordenada, limpia, en condición aceptable y debe usarse dentro de los límites de la decencia y el buen gusto apropiados para la escuela. Las escuelas tienen la autoridad bajo la ley estatal de restringir el uso de ropa que pueda ser considerada como atuendo de pandillas, o perturbador al ambiente de aprendizaje.

ESTANDARES DE VESTIR

1. Los zapatos deben de ser usados todo el tiempo. Las sandalias deben tener correa por detrás del talón. Zapatos o sandalias sin talón no son aceptables.
2. Ropa, joyas, y efectos personales (mochilas, botellas de agua, bolsos, etc.) no tendrán dibujos, letra, o insignias que sean vulgar, grosero, sexualmente insinuante, vestir de pandillas (incluyendo ropa de equipos profesionales), que tengan propaganda o promociones de compañías tabacaleras, alcohol, o drogas, o que aboguen discriminación racial, étnica, o religiosa. Cualquier ropa, joyas, u objetos personales que interfieran con el trabajo escolar, creen desorden o interrumpen el proceso educativo no serán permitidas.



3. Los pantalones cortos de ejercicio son permitidos y deben llegar no más alto de la rodilla y máximo 4 pulgadas de la rodilla. Todos los pantalones cortos deportivos, de ciclismo (de licra), deshilachados, con agujeros, o demasiados cortos no son aceptables. Los pantalones cortos que terminan entre la pantorrilla y la rodilla y que se usan con calcetines blancos largos se consideran ropa de pandilleros y no se deben usar. Debe de haber por lo menos 4 pulgadas entre lo arriba del calcetín y bajo del pantalón corto.



4. La ropa será suficiente para cubrir la ropa interior todo el tiempo. Los artículos de ropa transparente, las blusas o camisas con el estomago o el pecho descubierto, con el hombro descubierto, las blusas sin tirantes, faldas cortas o pantalones cortos muy cortos son prohibidos.

5. La ropa demasiado grande no es apropiada. La ropa no debe ser más de una medida más grande que el tamaño apropiado. Los pantalones deben sostenerse en la cadera sin necesidad de usar un cinturón y no deben cubrir los zapatos. Las camisas largas deben ser metidas dentro del pantalón.

6. Los accesorios y las joyas que presenten un peligro para la salud o la seguridad son prohibidos. Aretes de nariz y labio y aretes expansores no son permitidos en la escuela.

7. Sombreros, gorros, y cualquier otro artículo que cubre la cabeza no serán usadas adentro.

8. El cabello debe ser limpio y bien arreglado. El cabello no debe ser pintado con colorante que gotee cuando esté mojado el pelo.

Los estudiantes que violen los reglamentos del código de vestido serán requeridos a corregir vestimenta inapropiada, o llamarán a casa para traerles prendas ropa a la escuela. Si disponible, la escuela prestará ropa para remplazar ropa inapropiada.



SENTIDO COMUN DEL CODIGO DE VESTIDO

Los estudiantes no podrán usar ropa o peinados que interrumpen el proceso educativo.

TODOS LOS ESTUDIANTES SERAN BAJO EL ESCRUTINIO DE LOS REGLAMENTOS DE CODIGO DE VESTIDO DE LA ESCUELA MCAULIFFE



Bullying Definition

Bullying is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Both kids who are bullied and who bully others may have serious lasting problems.

In order to be considered bullying, the behavior must be aggressive and include:

- An Imbalance of Power: Kids who bully use their power—such as physical strength, access to embarrassing information, or popularity—to control or harm others. Power imbalances can change over time and in different situations, even if they involve the same people.
- Repetition: Bullying behaviors happen more than once or have the potential to happen more than once.

Bullying includes actions such as making threats, spreading rumors, attacking someone physically or verbally, and excluding someone from a group on purpose.

Types of Bullying

There are three types of bullying:

- Verbal bullying is saying or writing mean things. Verbal bullying includes:
 - Teasing
 - Name-calling
 - Inappropriate sexual comments
 - Taunting
 - Threatening to cause harm
- Social bullying, sometimes referred to as relational bullying, involves hurting someone's reputation or relationships. Social bullying includes:
 - Leaving someone out on purpose
 - Telling other children not to be friends with someone
 - Spreading rumors about someone
 - Embarrassing someone in public
- Physical bullying involves hurting a person's body or possessions. Physical bullying includes:
 - Hitting/kicking/pinching
 - Spitting
 - Tripping/pushing
 - Taking or breaking someone's things
 - Making mean or rude hand gestures

What is Cyberbullying?

Cyberbullying is [bullying](#) that takes place using electronic technology. Electronic technology includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites.

Examples of cyberbullying include mean text messages or emails, rumors sent by email or posted on social networking sites, and embarrassing pictures, videos, websites, or fake profiles.

Why Cyberbullying is Different

Kids who are being cyberbullied are often bullied in person as well. Additionally, kids who are cyberbullied have a harder time getting away from the behavior.

- Cyberbullying can happen 24 hours a day, 7 days a week, and reach a kid even when he or she is alone. It can happen any time of the day or night.
- Cyberbullying messages and images can be posted anonymously and distributed quickly to a very wide audience. It can be difficult and sometimes impossible to trace the source.
- Deleting inappropriate or harassing messages, texts, and pictures is extremely difficult after they have been posted or sent.



Effects of Cyberbullying

Cell phones and computers are not the reason for cyberbullying. Social networks can be used as a positive tool for activities, such as connecting with friends and family, help students with homework, and for entertainment. However, these tools can also be used to hurt people. Be it bullying at school in person or bullying through an electronic device, the effects are similar.

Children who are cyberbullied have a higher chance of:

- Consuming drugs and alcohol
- Not wanting to go to or stop going to school
- Experience bullying in person
- Get bad grades
- Have a low self-esteem
- Have more health problems

Report Cyberbullying

When cyberbullying happens, it is important to document and report the behavior so it can be addressed.

Steps to Take Immediately

- Don't respond to and don't forward cyberbullying messages.
- Keep evidence of cyberbullying. Record the dates, times, and descriptions of instances when cyberbullying has occurred. Save and print screenshots, emails, and text messages. Use this evidence to report cyberbullying to web and cell phone service providers.
- Block the person who is cyberbullying.

Report Cyberbullying to Online Service Providers

Cyberbullying often violates the terms of service established by social media sites and internet service providers.

- Review their terms and conditions or rights and responsibilities sections. These describe content that is or is not appropriate.
- Visit social media safety centers to learn how to block users and change settings to control who can contact you.
- Report cyberbullying to the social media site so they can take action against users abusing the terms of service.

Report Cyberbullying to Law Enforcement

When cyberbullying involves these activities it is considered a crime and should be [reported to law enforcement](#):

- Threats of violence
- Child pornography or sending sexually explicit messages or photos
- Taking a photo or video of someone in a place where he or she would expect privacy
- Stalking and hate crimes

Some states consider other forms of cyberbullying criminal. Consult your [state's laws](#) and law enforcement for additional guidance.

Report Cyberbullying to Schools

- Cyberbullying can create a disruptive environment at school and is often related to in-person bullying. The school can use the information to help inform prevention and response strategies.

For more information see <http://www.stopbullying.gov/what-is-bullying/definition/index.html>





Definición de acoso

El acoso es un comportamiento indeseado y agresivo entre los niños que involucra un desequilibrio de poder real o percibido. El comportamiento se repite o tiende a repetirse con el tiempo. Tanto los niños que son acosados como los que acosan pueden padecer de problemas graves y duraderos.

Para que se le considere como acoso, el comportamiento debe ser agresivo e incluir:

- Un desequilibrio de poder: los niños que acosan usan su poder (como la fuerza física, el acceso a información desagradable, o la popularidad) para controlar o dañar a otros. El desequilibrio de poder puede cambiar con el transcurso del tiempo y en diferentes situaciones, incluso si se involucra a las mismas personas.
- Repetición: los comportamientos acosadores suceden más de una vez, o bien tienen el potencial de producirse más de una vez.

El acoso incluye acciones como amenazas, difundir rumores, ataques físicos y verbales, y la exclusión de manera intencional de alguien de un grupo.

Tipos de acoso

Existen tres tipos de acoso:

- El acoso verbal consiste de decir o escribir cosas desagradables. El acoso verbal incluye:
 - Burla
 - Insultos
 - Comentarios sexuales inapropiados
 - Provocaciones
 - Amenazas de producir algún daño
- El acoso social, a menudo denominado como acoso en relaciones, consisten en dañar la reputación o las relaciones de una persona. El acoso social incluye:
 - Dejar de lado a una persona a propósito
 - Decirle a otros niños que no deben ser amigos de una persona
 - Divulgar rumores acerca de una persona
 - Avergonzar a una persona en público
- El acoso físico consiste en lastimar a una persona o dañar sus pertenencias. El acoso físico incluye:
 - Golpear/patear/pellizcar
 - Escupir
 - Hacer tropezar/empujar
 - Tomar o romper las cosas de otra persona
 - Hacer gestos desagradables o inapropiados con la mano





¿Qué es el acoso por internet?

El acoso por internet es un tipo de acoso que ocurre a través de la tecnología electrónica. La tecnología electrónica incluye equipos y dispositivos como teléfonos celulares, computadoras y tabletas además de herramientas de comunicación como sitios de medios sociales, mensajes de texto, chat, y sitios web.

Ejemplos de acoso por internet incluyen mensajes de texto o emails desagradables, rumores enviados por internet o publicados en sitios de redes sociales, e imágenes, videos, sitios web o perfiles falsos embarazosos.

¿Por qué el acoso por internet es diferente?

Los niños que padecen de acoso por internet a menudo son acosados también en persona. Además, a los niños que son acosados por internet les resulta más difícil alejarse de ese comportamiento.

- El acoso por internet puede suceder las 24 horas del día, los 7 días de la semana, y afectar al niño incluso cuando se encuentra solo. Puede suceder a cualquier hora del día o de la noche.
- Los mensajes e imágenes utilizados en situaciones de acoso por internet pueden publicarse de forma anónima y distribuirse rápidamente a una gran audiencia. Puede ser difícil y a veces imposible detectar la fuente.
- Borrar mensajes, mensajes de textos, e imágenes inapropiados o embarazosos es sumamente difícil luego de que han sido publicados o enviados.

Efectos del acoso por internet

Los teléfonos celulares y las computadoras no son culpables del acoso por internet. Las redes sociales pueden emplearse para actividades positivas, tales como conectar a los niños con amigos y familiares, ayudar a los alumnos con las tareas escolares y entretenerse. Sin embargo, estas herramientas también pueden usarse para herir a otras personas. Y sea que el acoso escolar se realice en persona o mediante un dispositivo tecnológico, sus efectos son similares.

Los niños que son acosados por internet tienen mayores probabilidades de:

- Consumir drogas y alcohol
- Dejar de o no querer ir a la escuela
- Experimentar acoso en persona
- Obtener malas calificaciones
- Tener bajo su autoestima
- Tener más problemas de salud

Reporte casos de acoso cibernético

Cuando se produce el acoso por internet, es importante documentar e informar acerca del comportamiento para que se pueda abordar el problema.

Medidas que se deben de tomar de forma inmediata

- No responda ni reenvíe los mensajes de acoso por internet
- Conserve las pruebas que demuestran el acoso cibernético. Registre las fechas, horas, y descripciones de circunstancias en las que tuvo lugar el acoso cibernético. Guarde e imprime capturas de pantalla, correos electrónicos y mensajes de texto. Utilice estas pruebas para denunciar el acoso cibernético a los prestadores de servicios de internet y de telefonía celular.
- Bloquee a la persona que realiza el acoso cibernético

Reporte casos de acoso por internet a los proveedores de servicios en línea

El acoso cibernético a menudo viola los términos de servicio establecidos por las redes sociales y los prestadores de servicios de internet.

- Consulte sus secciones de términos y condiciones o derechos y responsabilidades. Estos describen el contenido apropiado e inapropiado.
- Visite los centros de seguridad de los medios sociales para aprender como bloquear usuarios y cambiar la configuración para controlar quienes pueden comunicarse con usted.
- Reporte el acoso por internet en las redes sociales para que puedan tomar medidas contra los usuarios que han violado los términos de servicios.



Reporte casos de acoso por internet a las agencias de orden público

Cuando el acoso por internet involucre estas actividades se le considera un delito y debe ser denunciado a las autoridades:

- Amenazas de violencia
- Pornografía infantil o envió de mensajes o fotografías con contenido sexual explicito
- Tomar una foto o filmar un video de alguien en un lugar donde él o ella espera tener privacidad
- Acecho y delitos por odio

Algunos estados también consideran otras formas de acoso por internet como un delito. Consulte las leyes de su estado y las agencias de orden público para obtener pautas adicionales.

Reporte casos de acoso por internet a las escuelas

- El acoso por internet puede crear un ambiente perjudicial en la escuela y a menudo está relacionado con el acoso en persona. La escuela puede utilizar la información para ayudar en sus estrategias de prevención y respuesta.
- En muchos estados las escuelas deben tratar el tema del ciberacoso en su política antiacoso. Algunas leyes estatales también reglamentan el comportamiento fuera del campus que crea un entorno hostil en la escuela.

Para más información vea:

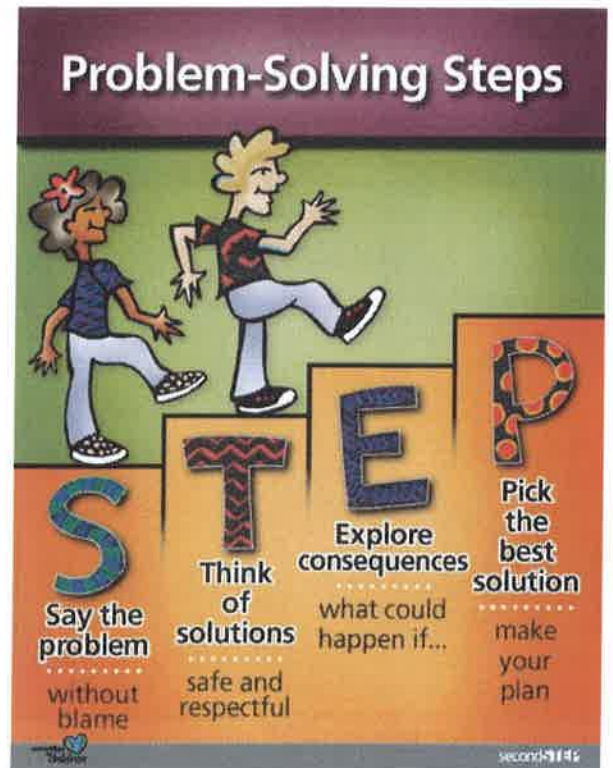
<http://espanol.stopbullying.gov/qu%C3%A9-es-el-acoso/346k/%C3%ADndice.html>



Conflict Resolution

Conflicts between students are normal and will arise. How they are resolved is most important. Students should solve conflicts by following the steps (STEPS) below:

- S** Say the problem
- This student is hurting me!
 - I don't like how she/he spoke to me!
 - She/he took my pencil!
- T** Think of solutions
- Should I hurt them back?
 - Should I tell a teacher?
 - Should I tell them to stop?
 - Should I walk away?
- E** Explore the consequences
- I will be in trouble for hurting
 - They could stop
 - They will keep going
- P** Pick the best solution
- You may first try:
1. *Using your words.*
Talk it out with the other student
- Then
2. *Walking away.*
Ignore their comments.
Focus on your work or behavior.
- Finally
3. *Getting help from an adult.*
Explain to a campus assistant, teacher, or see the school counselor.

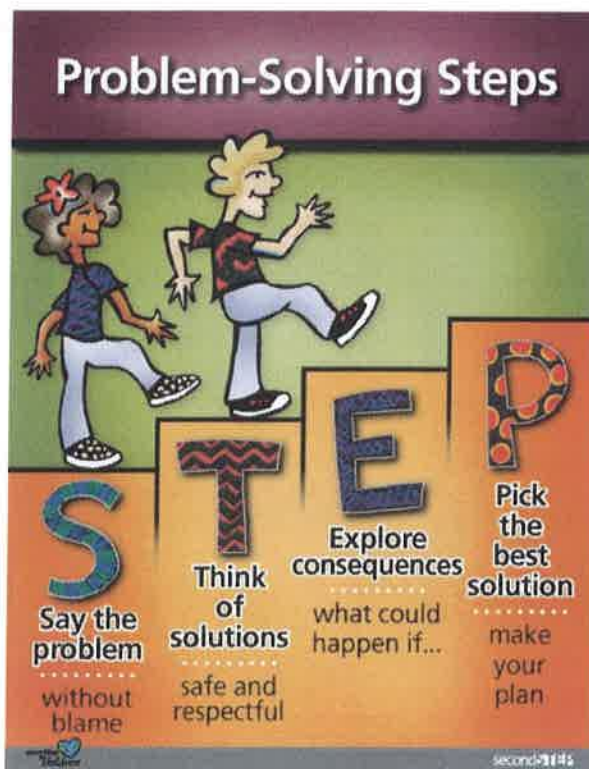


Success!

Resolución de Conflictos

Conflictos entre estudiantes son normales y ocurrirán. Como resolver el conflicto es lo más importante. Los estudiantes deben resolver conflictos siguiendo los siguientes pasos (STEPS):

- S** Di el problema
- ¡Este estudiante me está lastimando!
 - ¡No me gusta como él/ella me habló!
 - ¡Él/ella agarró mi lápiz!
- T** Piensa en soluciones
- ¿Debería de lastimarlo también?
 - ¿Debería decirlo a un maestro/una maestra?
 - ¿Debería decirles que paren?
 - ¿Debería alejarme del problema?
- E** Explora las consecuencias
- Estaré en problemas por lastimar
 - Ellos pueden parar
 - Ellos pueden continuar
- P** Escoja la mejor solución
- Puedes tratar de:
4. *Usar tus palabras.*
Habla con el otro estudiante
- Despues
5. *Alejate.*
Ignora los comentarios.
Enfócate en tu trabajo o tu comportamiento.
- Por ultimo
6. *Busca ayuda de un adulto.*
Explica el problema a un asistente afuera, un maestro, o a un consejero.



DI el problema	Piensa en soluciones	Explora las consecuencias	Escoja la mejor solución
Sin culpabilidad	Respetuosamente y sin peligro	¿Qué pasaría si...?	Haga tu plan

¡Éxito!



McAuliffe the STEAM

Education School **STEAM**
Science | Technology | Engineering | Arts | Mathematics

Good health and nutrition is promoted to all our students, especially when there are class festivities where parents are asked to donate food items or if a parent wishes to celebrate a child's birthday with their classmates. The following list of ideas can be used as a guide for parents when asked to bring in any food items:

- Low fat cheese and crackers*
- Baked chips and salsa
- Popcorn, light or air-popped, plain or mixed with nuts and dried fruit
- Peanut butter on celery, apple slices, graham crackers or pretzels
- Fresh sliced fruit in season
- Mini raisin boxes
- Trail mix made with nuts, dried fruit, small pretzels, and Cheerios™ or Chex™
- Fruit or pudding cups
- Cut up fresh vegetables with reduced fat Ranch dressing*
- Low fat granola or breakfast bars
- Peanut butter and jelly (or banana or raisin) sandwiches cut into triangles or fun shapes using a cookie cutter
- Smoothies using fresh or frozen fruit, 100% juice, and low fat vanilla yogurt*
- Fruit parfaits made by alternating layers of low fat yogurt, fresh or frozen fruit and topping with granola or crunchy cereal like Honey Bunches of Oats™
- 100% juice such as apple, orange, pineapple, grape
- Spiced apple cider
- Frozen grape juice concentrate made with sparkling water or club soda*

**Needs refrigeration*

Please be sure to let parents know that only healthy food items will be accepted when asked to bring in anything for a class party or when a parent wishes to celebrate a child's birthday in class. Let parents know that any junk food or other unhealthy food items will not be accepted on campus.

If you are holding a class party and are expecting food items, please let the office staff know beforehand, in order to be able to accommodate the items. (i.e., if refrigeration is needed, etc.). It is your responsibility to retrieve from the office any food items you may be expecting.



McAuliffe the STEAM Education School



Se promueve la buena salud y la nutrición a todos nuestros estudiantes, especialmente cuando hay festividades de clase donde se pide a los padres que donen artículos alimenticios o si un padre desea celebrar el cumpleaños de un niño con sus compañeros de clase. La siguiente lista de ideas se puede utilizar como una guía para los padres cuando se les pide que traigan alimentos:

- Queso y galletas con poca grasa *
- Chips al horno y salsa
- Palomitas de maíz, claras o salpicadas de aire, llanas o mezcladas con nueces y frutos secos
- La mantequilla de maní en el apio, rodajas de manzana, galletas Graham o pretzels
- Fruta fresca en rodajas en temporada
- Mini cajas de pasas
- Mezcla de senderos hechos con nueces, frutos secos, pequeños pretzels y Cheerios™ o Chex™
- Copas de frutas o pudín
- Cortar las verduras frescas con aderezo Ranch reducido en grasa *
- Barritas de granola o de desayuno con poca grasa
- Sandwiches de mantequilla y jalea (o plátano o pasas) cortados en triángulos o formas divertidas usando un cortador de galletas
- Smoothies con frutas frescas o congeladas, jugo 100%, y yogur de vainilla bajo en grasa *
- Perfectos de frutas hechos alternando de yogur bajo en grasa, frutas frescas o congeladas y cobertura con granola o cereal crujiente como Honey Bunches of Oats™
- jugo 100% como manzana, naranja, piña, uva
- Sidra de manzana condimentada
- Concentrado de zumo de uva congelado hecho con agua espumosa o soda club *

* Necesita refrigeración

Asegúrese de informar a los padres que sólo se aceptarán alimentos saludables cuando se les pida que traigan algo para una fiesta en la clase o cuando un padre desee celebrar el cumpleaños de un niño en clase. Informe a los padres que ningún alimento chatarra u otros alimentos no saludables no serán aceptados en la escuela.

Si usted está sosteniendo una fiesta en la clase y está esperando alimentos, por favor deje que el personal de la oficina sepa de antemano, con el fin de poder acomodar los artículos. (Es decir, si se necesita refrigeración, etc.). Es su responsabilidad recuperar de la oficina cualquier alimento que usted esté esperando.

Comprehensive School Safety Plan SB 187 Compliance Document

**2017-2018
School Year**

School: McKinna Elementary School
CDS Code: 56725386055354
District: Oxnard School District
Address: 1611 South J Street
 Oxnard, CA 93033
Date of Adoption: February 13, 2018

Approved by:

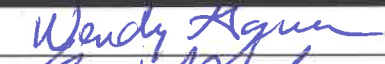
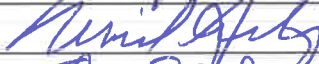

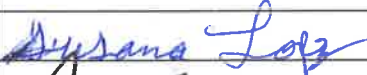
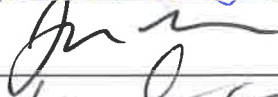
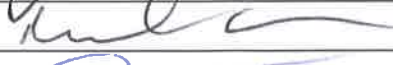


Name	Title	Signature	Date
Wendy Garner	Principal		1/30/18
Michael Armstrong	Teacher/Safety Team		1/30/18
Elena Salgado	Counselor/SSC Chairperson		1/31/18
Susana Lopez	Parent/SSC Member		2/6/18
Officer John Mora	Oxnard Police Department/SRO		1.30.18
Richard Raddas	Teacher		1/30/18
Lenissa Garcia	Teacher		01/30/18
Dani Pisor	Librarian		1/30/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at McKinna Elementary School's office.

Safety Plan Vision

At McKinna School, we support our district's motto, "Educate, Inspire, and Empower," and seek to find avenues within our students' learning journeys that lead them to become life-long learners, who have talents, skills, knowledge, and compassion to enrich our world. Our students are our future, and we commit to work together in partnership to bring about their ultimate well-being.

We believe all stakeholders deserve a physically, emotionally, and mentally safe, secure, and positive learning environment through a caring, supportive staff, engaging curriculum, procedures, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

Components of the Comprehensive School Safety Plan (EC 32281)

McKinna Elementary School Safety Committee

Wendy Garner (principal), Michael Armstrong, Richard Raddas, and Lenissa Garcia (Teachers), Dani Pisor (Librarian), Dr. Palomo (ELAC President), Susana Lopez (parent SSC member), Elena Salgado (counselor/SSC Chairperson) and Officer Mora (Oxnard Police Dept. Student Resource Officer)

Assessment of School Safety

The principal attended an information meeting given by the Oxnard Police Department as well as a Threat Assessment Workshop given by the Ventura County Sheriff's Department in 2013. A major consideration was to close the campus to all adults before school and after school. This recommendation was put into effect with the new Closed Campus Policy which was instituted in January of 2013. The principal held two meetings to inform parents of the changes and written information was distributed to parents as well. All adults that are not part of the school staff are required to sign-in at the school office and get a badge identifying them as visitors.

Oxnard Police Department gave a presentation and training on Active Shooter Situations in October of 2016. This presentation will be repeated during the 2017-18 school year. The SRO conducted a security inspection of the campus with the principal at the beginning of the year. The SRO will also be present for any whole school evacuation off site.

The Risk Management Department from the District conducted a Safety Inspection in fall of 2016. A report was submitted and necessary changes were made or are the process of being made by either school personnel or district personnel. In the fall of 2017, Risk Management provided a training and resources on the Safety Plan.

All safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through work orders to the district office. The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO of any concerns.

Oxnard Fire Department, Disaster Preparedness Contact, Susan Duenas, presented at a staff meeting in September of 2016 and followed up with a six-hour training on the SIP Day on October 31, 2016. During this training, staff members were taught how to do Search and Rescue, Emergency First Aid and Fire Containment by members of the Oxnard Fire Department.

Risk Management held a safety training for administrators during the fall of 2017. This information was shared and reviewed with the McKinna Safety Team and utilized to plan school wide safety drills including fire/evacuation, earthquake preparedness and lock downs.

Office referrals and discipline issues are discussed with the PBIS team and staff at monthly leadership meetings in order to help analyze support and supervision needs. In addition, attendance reports are reviewed by principal, counselor, ORC and social worker.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent

of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual

orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

School dress codes are reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

1. Shoes must be worn at all times. Thongs or backless shoes or sandals are not acceptable. Shoes with high heels are not appropriate and may not be worn during PE or other physical activity.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors by male students.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
6. The seat of pants cannot sag.
7. Uniforms consisting of a navy blue skirt or pants and white shirt with a collar are preferable, although any clothing that meets the above description is acceptable school attire.

California Education Code Title V. Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

SCHOOL HOURS

The student day is from 8:10 am to 2:20 p.m., kindergarten and transitional kindergarten students are in school from 8:10 a.m. to 1:27 p.m. with the exception of those students attending after school intervention classes or in the after school program. Parents dropping students off at school should be aware that supervision IS NOT available before 7:35 a.m. School office hours are 7:30 a.m. to 4:00 p.m.

- Once arriving at school, students are to immediately come onto the campus and move to the cafeteria, or playground if there is time to spare until the first bell at 8:07 a.m. At 8:07 a.m., all students are to proceed to line up on the playground. Under no circumstances are students to leave the campus to pick up friends, go to locations other than the school campus, or loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by walking or riding a bus. Students waiting for rides home via automobile need to wait in the designated pickup area located in front of the school. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS – LEAVING EARLY

McKinna is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours. Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for the bus. Students may leave campus during school hours if parents or guardians or persons designated by parents or guardians come to pick them up from school. Written request from a parent or guardian must be submitted if someone other than the parent or someone on the emergency card is going to pick up a child. Persons picking up students during the school day must sign the student out in the front office and have a valid picture ID, preferably government issued.

Under no circumstances should a student leave campus without permission.

Parents must check in at the office in order to pick up students who are leaving campus for appointments. Only parents and guardians listed on the Emergency card with an ID can sign out for a student leaving campus. All adults visiting the school must sign in at the office and receive a visitor's badge. This includes district personnel.

TARDY / LATE POLICY

- Be at school by 8:10 a.m.
- If a student is late to class without an approved reason it is a tardy.
- If a student is late in the morning (after 8:10 a.m.), he/she must report to the office for a late slip, and then quickly go to class.
- An "excused late" will be assigned when parents have called the school with a valid excuse such as a doctor or dentist's appointment.
- Oversleeping, etc., are not valid reasons for an "excused late".
- Truant Tardy is when students arrive to school 30 minutes late. When a student is determined to have a truant tardy he/she could be assigned an office detention, be placed on an attendance contract, or possibly be referred to SARB and receive a citation.

EXCUSED ABSENCES

These can only result from illness, medical/dental appointments, court appearances, or death in the immediate family. All other absences are considered unexcused.

When a student is absent, parents are expected to call the school (385 - 1563) the same day of the absence.

RETURNING AFTER AN ABSENCE

1. Bring a dated note from parent(s) or guardian stating the reason for the absence, with your name, grade, date of absence, and parent signature.
2. Give the note to the Attendance Clerk or Teacher prior to 8:10 a.m. to avoid being late for class.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered trancies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

If a student is habitually late or absent from school, various measures may be taken including referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents.

In some cases of truancy, students may face disciplinary action that may include after school detention depending on circumstances.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Site-based response see examples below.

Objectives	Action Steps	Resources	Lead Person	Evaluation
All students will participate in the Toolbox and Peacemakers Program. Participation will be reinforced by certificates given to students at awards ceremonies.	ORC, Principal, Classroom teachers, Counselor and Social Worker present to classes.	Staff	Petula Rodriguez (ORC) and Elena Salgado (Counselor)	Principal
Teachers will identify exemplary students .	Monthly awards given to exemplary students at awards ceremonies	Certificates and peace signs purchased from Oriental Trading.	Elena Salgado	Principal
All students and staff will participate in CHAMPS and Toolbox. New teachers trained.	VCOE trainer trains teachers who were not trained were trained in January 2016.	Handout from workshop. Posters were created by the staff in the fall of 2016 and will be posted in hallways, on the playground and in the cafeteria.	Principal	Principal
Restorative discipline model implemented which includes reflective questions and conflict mediation strategies practiced with students.	.Principal and counselor lead and model for students. Reflection documents made available for teachers.	Reflection forms, Toolbox resources	Principal and counselor	Principal, counselor, PBIS team
Develop and implement a comprehensive schoolwide positive behavior support system founded in the behavior positive support model of CHAMPS; Conversation, Help, Activity, Movement, Participation & Success for the common areas of the campus.	<ol style="list-style-type: none"> 1. Hold regular meetings with McKinna's Safety Committee 2. Conduct school-wide training 3. Identify a way to disseminate school-wide behavior expectations 4. Develop a new behavior referral form 5. Reduce the amount of referrals due to negative behavior 6. Provide staff with resources that emphasize components of the CHAMPS program. 7. Hold student assemblies to discuss behavior expectations 	Champs and Toolbox School Wide Training for staff and students	PBIS team, including principal, counselor, ORC	Office referrals Staff Feedback Parent Feedback

Objectives	Action Steps	Resources	Lead Person	Evaluation
Teachers, support staff, administration, parents and students will work together and build a sense of community.	<ol style="list-style-type: none"> 1. Staff shall practice a code of ethics that embraces Cultural Proficiency. 2. Staff will work with parents and students in a way that affirms universal human values such as respect, honesty and fairness. 	PBIS resources, counselor, PBIS team	Counselor, Support staff, PBIS team	Observation PBIS survey
Develop a plan to meet the needs of students with social -emotional challenges.	<ol style="list-style-type: none"> 1. Use a referral system to identify students who may have these challenges 2. Get parent permission for student to see school counselor 3. Counselor will either conduct Social Skills counseling groups based on gender and age or provide one on one sessions 4. Outreach Consultant can contract community resources for off site support for students and their families and/or provide PPP classes to the parents and guardians of the student. 	VCBH Social Worker Counselor ORC PBIS team Student Support Team	Counselor, ORC, Social Worker, PBIS Team, Student Support	Pre and Post measures Teacher reports & observations Office referrals Student interviews
Playground supervisors and support staff trained in the PBIS-CHAMPS model including Toolbox.	1. Meetings & trainings with Campus supervisors to discuss support strategies and student concerns	CHAMPS, PBIS, Toolbox resources	Principal, ORC, Counselor	Agendas

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Site-based response (See examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff will be familiar with new terminology included in Lockdown Procedures distributed by OPD.	Email new terminology and lockdown procedures to staff.	Oxnard Police Department Handout	Principal	Staff will know what to do in a lockdown.
After School Program will participate in lockdown drills to ensure safety of students throughout the regular and extended school day.	Inform ASP staff of McKinna lockdown drill procedures. Meet with ASP staff to schedule a drill. Follow up with ASP staff to see how drill went.	Oxnard Police Department Handout	Principal	Oxnard Police Department will give feedback to staff after drills have been completed.
Keep children safe while crossing streets.	Campus Assistant will be trained to cross children. Parents have contacted the City of Oxnard and requested a flashing light at the crosswalk.	. Oxnard Police Department and the City of Oxnard.	Principal	a school employee will be crossing children if the OPD Crossing Guard is not available
Make sure that teachers talk to students about crosswalk safety.	Teachers will show videos and discuss crossing safety.	YouTube videos and Family Time	Principal	Students will obey traffic safety rules.
Principal and team will learn how to de-escalate situations where students become agitated and if necessary, practice safe restraint methods	Attend NCPI training.	SELPA NCPI Trainings	Principal	Staff will be able to address situations where students become highly agitated using best practices.
Keep students physically, emotionally and mentally safe at school	Staff will be informed about their responsibility to report suspected child abuse and neglect. SRO will be contacted to provide support.	SRO, (Oxnard Police Department), Counselor, ORC and Social Worker.	Principal	Principal will review monthly reports of referrals from the ORC, counselor and social worker and parent concerns.

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site-based Response

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure that the campus is safe from unwanted intruders.	Post signs by gates and remind staff in weekly bulletin and also at staff meetings.	Publications	Office Manager	Gates will remain locked.
Ensure that classroom doors are locked at all times.	Send reminders in weekly bulletin and verbally.	Weekly bulletin	Office Manager/Principal	Doors will remain locked.
All students and staff members will be familiar with safety procedures.	Monthly fire drill and bimonthly earthquake drills will be scheduled and all students and staff will participate.	Great Shakeout earthquake simulation.	Principal and Office Manager	Students and staff will demonstrate safe behavior during drills.
Teachers will be familiar with techniques for search and rescue, emergency first aid, fire containment and lockdown procedures	Oxnard Fire Department will train at a staff meeting and on the October 31 SIP Day. Police Department will present Active Shooter Response during a staff meeting in October.	Oxnard Fire Department and Oxnard Police Department.	SROs, and members of the Oxnard Police Department and Principal.	Teacher debriefing and response.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

McKinna Elementary School Student Conduct Code

McKinna Elementary school is committed to teaching, modeling and enforcing high standards of conduct and will assign consequences for misbehavior in order to foster the lifeskills of Trustworthiness, Respect, Responsibility, Caring, and Citizenship, and to ensure that schools are safe, healthy learning environments for all students.

A progressive discipline model is practiced that provides the opportunity to teach appropriate behavior through the use of intervention and a corrective action. Each situation or violation involving student conduct should be individualized and the least punitive action based on the violation should be taken. Corrective action taken by the administrator shall take place per Ed Code guidelines after progressive discipline interventions by the school fail to bring about proper conduct. These corrective measures are intended to assist in teaching appropriateness and responsibility, while maintaining consistent student discipline on campus. McKinna utilizes a restorative model that includes CHAMPS, PBIS, and Toolbox to reinforce social-emotional development and peaceful problem solving.

The staff, parents, and students at McKinna Elementary School work together to support and maintain a safe and secure school environment that is conducive to learning and that provides opportunities for each student to develop personal and social responsibility, self-esteem, respect, and consideration for others, and high academic achievement.

The staff works collaboratively to ensure that all students receive a quality instructional program. By the time students leave fifth grade, we want them to have the foundational academic and social skills needed to be successful in the future—namely the ability to think critically and creatively about the personal and societal choices that face them.

We celebrate the diversity of our student body and feel that all children benefit from knowing, learning about and experiencing other languages and cultures. McKinna is a learning community where families are active partners and student needs drive all decisions.

We invite all parents to come visit and be an active part of our school community. All visitors on campus must check in through the office to get a “Visitor’s Pass.”

School Wide Expected Behaviors are reinforced throughout the year to promote a positive and healthy learning environment. Below are the 5 expectations that are communicated to students, staff and families.

Be Safe. Be Respectful, Be Responsible, Be Kind, Make Wise Choices

McKinna reinforces Positive Behavior Guidelines for fostering a healthy and safe learning environment through weekly announcements and assemblies 4 times yearly. In addition, McKinna teaches Toolbox strategies to help students develop social-emotional problem solving strategies. These strategies and support resources are shared with families throughout the year.

In addition, McKinna is building a healthy school culture and climate through the restorative practices model. Restorative Practices effectively foster supportive and safe school climates by preventing, addressing, and changing behaviors that hurt individuals, families, schools, and communities. Because they provide structures and skills needed to create and maintain positive relationships, Restorative Practices help strengthen the communication between adults on campus. They are also the preferred approach to address student behavior issues because they reflect the importance of relationships among students and between teachers and students. These approaches provide students with opportunities to develop self-discipline and positive behaviors in a caring, supportive environment. A restorative approach sees conflict or misbehavior as an opportunity for students to learn about the consequences of their actions, to develop empathy with others, and to experience making amends in such a way that strengthens community bonds that have been damaged. On a Restorative Practices continuum, informal practices include affective statements and questions that communicate peoples' feelings, and allow for reflection on how one's behavior has affected others. Impromptu restorative dialogues and circles are more structured, while formal conferences require more preparation and include more representation from the community such as family members. Restorative Practices are used in the classroom to help create a caring and supportive environment with a focus on relationship building.

When a student causes harm, reflective dialog is facilitated by support staff that includes conversation to evoke reflection on how the behavior has affected others. In addition, restorative dialogues take place which are structured conversations to resolve conflict or appreciate others and asks some version of the following questions:

1. From your point of view, what happened?
2. What do you remember thinking or feeling at the time?
3. How have you and others been affected?
4. What feelings and needs are still with you?
5. What do you think should happen next? What will help us solve the problem? What tools can be used next time to prevent this problem?

McKinna plans to introduce Classroom Circles which are group discussion format which is a mainstay of Restorative Practices and can be used in a variety of ways including but not limited to: Building community, Making agreements, Solving problems, Exploring class material.

McKinna also utilizes Restorative Discipline and Other Means of Correction- More formal actions to maintain high behavioral expectations for which all students are held accountable and may be used in lieu of, or in addition to, traditional means of discipline such as suspension that may include: Restorative conferences, Behavior support plans, Peer mediation, Community service, Referrals to counseling, mentoring, or after-school programs.

We want our students to develop a sense of values and to become:

Caring
Honest
Responsible
Well mannered and courteous
Respectful
Knowledgeable of right and wrong
Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards, and consequences, so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest

possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a team effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct concerning life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Attend school regularly and be on time for each class.

Know and follow school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Do not disrupt the learning of others.

Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.

Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).

Be responsible for your child's behavior.

Teach the pupil respect for the law and the rights of others.

Visit the school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline and control.

Expectation for Teachers

Provide positive learning experiences appropriate for each student.

Consistently enforce classroom rules, district rules, and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conferences and communication.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school and district rules and policies.

Counsel with students and parents regarding disciplinary matters.

Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

Provide leadership that will establish, encourage and promote teaching and effective learning.

Work closely with parent groups to design a Parent/Student/School Compact that outlines the responsibility and expectations for each group.

Basic School Guidelines and Rules

Attend school regularly.

Be on time.

Be prepared for class.

Treat others with respect, care and consideration.

Promptly obey school authorities without argument.

Conserve and protect the school and private property.

Engage in activities without "body contact."

Follow all school, playground, and rules.

Use appropriate language.

Follow district dress/uniform standards.

Use class time wisely.

Work quietly without disturbing others.

Respect the rights of others.

Complete all assignments on time.

Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns, and Consequences:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in the prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

While on school grounds;

While going to or coming from school;

During the lunch hour whether on or off campus;

During, or going to or coming from, a school-sponsored activity.

Other causes of disciplinary action:

Deliberate littering of school premises;

Chewing gum while at school;

Inappropriately using cellular telephones or electronic devices or failing to follow school policy outline in Parent/Student packet given out at the beginning of the year;

Not adhering to the school dress code;

Making bomb threats or false fire alarms;

Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at schoolsponsored events;

Habitual tardiness or truancy;

Forging parents' signatures or school documents (CAC 306).

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or

(2) Willfully used force or violence upon the person of another, except in self-defense.

b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.

c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.

d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco, or tobacco products.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.

k) Disrupted school activities or otherwise willfully defied the valid authority

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm.

n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.

o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.

s) Aided or abetted the infliction or attempted infliction of physical injury.

- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

The completed plan will be distributed to team members by email and printed copies for review. Parents and teachers have been invited to participate in the review and revision of the plan, and the Student Resource Officer will do a final review before signing the plan. Plan will be translated into Spanish to make it accessible to the majority of parents. A copy of the school plan will be available in the school office for review.

Safety Plan Appendices

Emergency Contact Numbers

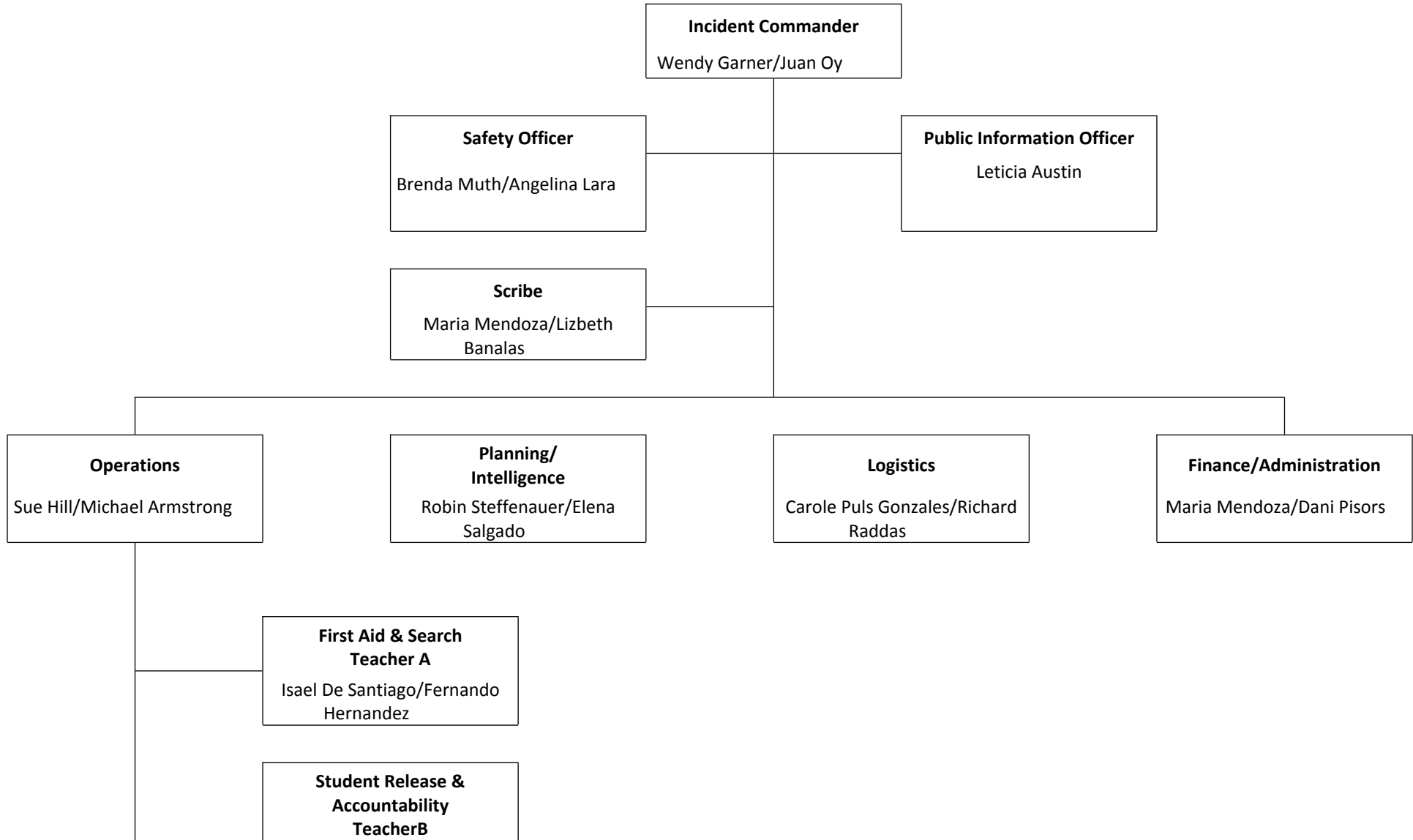
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review with plan with staff. Review plan with safety committee in January. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	1/2018	
Plan will be distributed to Safety Plan Committee Members for review and revision	1/2018	
A copy of the plan will be made available to members of SSC, ELAC and other parents in the front office of the school. Office personnel will translate the plan for parents if necessary.	1/2018	

McKinna Elementary School Incident Command System



Martha Ortiz-Lopez/Maria
Aspera/Petula Rodriguez

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

All McKinna staff will have been trained on the use of terminology and the functions of the five systems by the end of the 2016-2017 school year. Staff members have volunteered for each of these five areas to insure the smooth implementation of the Safety Plan.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

Students have been told not to approach animals on campus. This is reviewed twice a year during Discipline Assemblies. Custodian has a tool to restrain stray animals and we have a fenced area to hold them until animal control can pick them up.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.

3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

McKinna School

1611 South J Street

Small Parking Lot

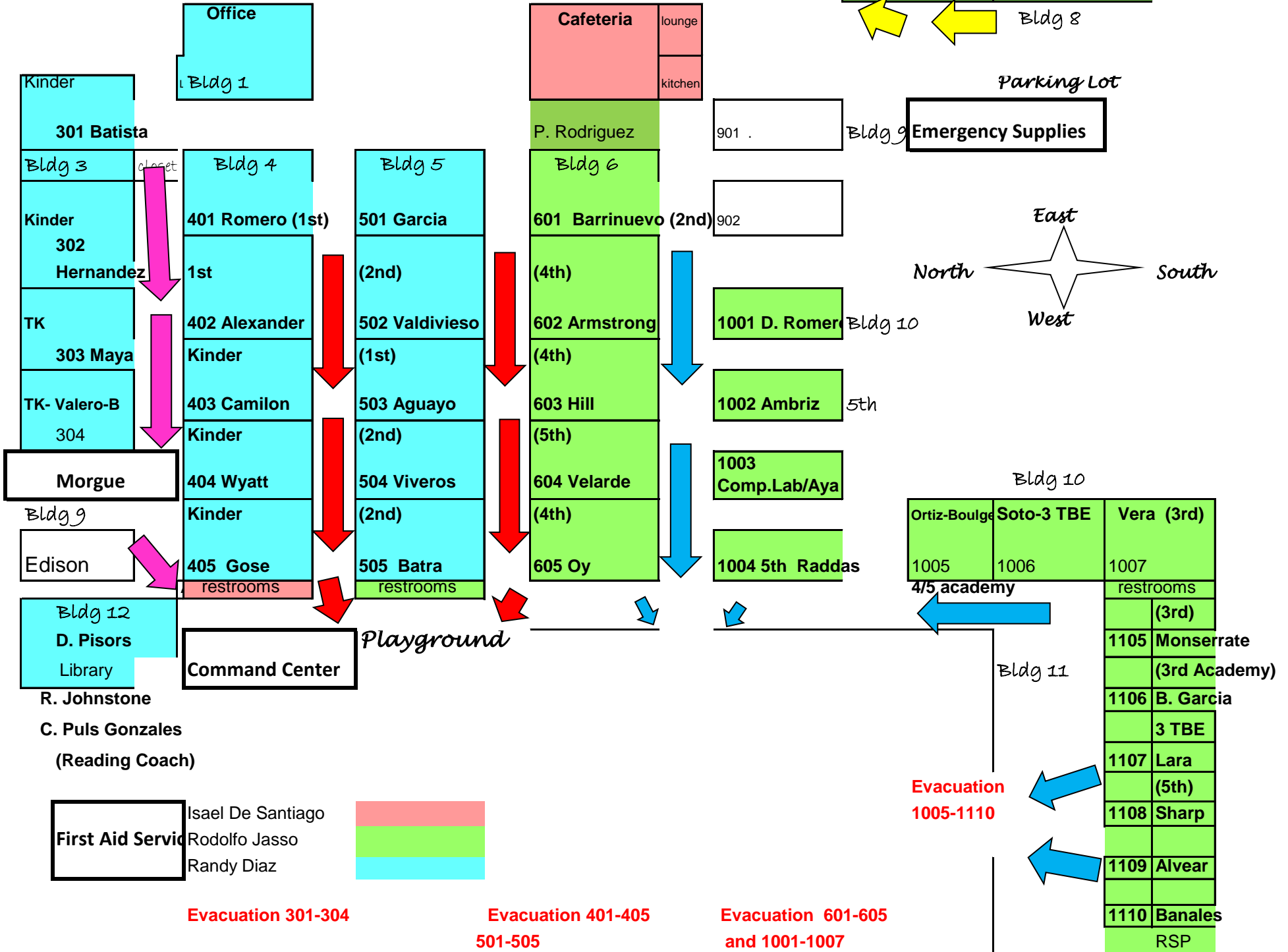
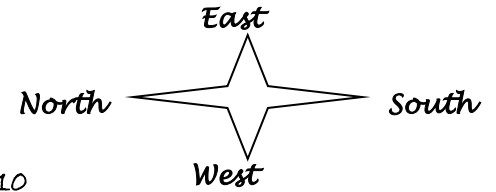
Evac. Bldg 8

Pre-K	Vanegas	Lopez
801 Mendez		802 Mendoza/Muth

Bldg 8

Parking Lot

Emergency Supplies



Evacuation 301-304

Evacuation 401-405
501-505

Evacuation 601-605
and 1001-1007

Evacuation
1005-1110

Isael De Santiago
Rodolfo Jasso
Randy Diaz

First Aid Service



Ortiz-Boulge	Soto-3 TBE	Vera (3rd)
1005	1006	1007
4/5 academy		restrooms
		(3rd)
		1105 Monserrate
		(3rd Academy)
		1106 B. Garcia
		3 TBE
		1107 Lara
		(5th)
		1108 Sharp
		1109 Alvear
		1110 Banales
		RSP

Bldg 11

Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Ramona Elementary School
CDS Code: 56725386055362
District: Oxnard School District
Address: 804 Cooper Road
 Oxnard, CA 93030
Date of Adoption: October 11, 2017

Approved by:


Name	Title	Signature	Date
Dr. Andres Duran	Principal		1/22/18
Ofc. Brandon Mascorro	School Resource Officer		1/22/18
Andrea Fagan Ortiz	School Site Council Chair		1-17-18
Claudia Martinez	Site Safety Committee Representative		1/22/18
Maria Romero	Site Safety Committee Representative		1-22-18
Juan Cabrera	ELAC Committee President		1-17-18
Claudia Casillas-Zuniga	ORC		1/22/18
Edith Ayerin Marin	School Safety Committee Representative		1/22/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Ramona Elementary School's office.

Safety Plan Vision

Ramona Vision - Empowering Ramona Elementary students to achieve excellence through hard work, perseverance, and a commitment to lifelong learning.

Ramona Mission - To provide a safe and nurturing environment where students reach their academic potential and become responsible global citizens.

Ramona School is committed to the following:

- Guide students to become global citizens using technology and collaboration to develop as critical, independent thinkers and leaders.
- Provide a supportive environment that addresses the needs of all students, including nutrition, physical, social-emotional, safety, intellectual growth and development.
- Provide opportunities for family and community partnerships through participation in school committees and events.
- Educate confidently with a positive attitude and enthusiasm with respect for students, parents, and each other.
- To inform and provide differentiated instruction to ensure that all students are given learning opportunities in all content areas.
- Use formative assessment data throughout the year, communicate and collaborate as a member of a team, be open to new ideas, and reflect on our practices to continue our growth as professionals.
- Ensure all students are able to access the Common Core Standards curriculum by building foundational skills that lead to college and career readiness.

- Create an environmentally responsible campus.
- Attend professional development that enhances our understanding of research-based common core practices and builds capacity.
- Participate in reciprocal collaboration to reflect, enhance, and advance instructional practices (PLCs).
- Attend training which supports Project-Based Learning and focuses on developing STEAM-based learning.

Components of the Comprehensive School Safety Plan (EC 32281)

Ramona Elementary School Safety Committee

Officer Officer Brandon Mascorro, Edith Marin (SOM), Juan Cabrera (Parent) Claudia Casillas-Zuniga (ORC), Claudia Martinez (Counselor), Suzanne Shapiro (Teacher) and Dr. Andrés Durán (Principal), Andrea Fagan Ortiz (Teacher) Maria Romero (Teacher)

Assessment of School Safety

As a measure of assessment, staff, Classified and Certificated, Parents and Community members provide input and feedback on campus safety. These are our findings:

Students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. School administration and staff are committed to maximizing school safety, creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others. The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted, and necessary changes are made by either school personnel or district personnel. The Lead Custodian and the Principal conducts a monthly safety inspection and submit reports to the District Office. Any safety issues are reported by staff to the administration as they are noticed and are handled by the Lead Custodian or through work orders to the district office. In addition, the principal plans lock-down drills with the Oxnard Police Department and fire and earthquake drills to prepare staff and students in the event of a real situation where one of these strategies would be put into effect while school is in session.

The school safety assessment was a review of:

- Office Referrals
- Attendance Rates/School Attendance Review
- Suspension/Expulsion Data
- California Healthy Kids Survey
- Local Law Enforcement Juvenile Crime Data
- Property Damage Data

After reviewing current policies in place at Ramona School, the following areas need to be addressed: 1) Attendance, 2) Behavioral Expectations, 3) Discipline and Consequences.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency.”

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) “GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

“Sexual harassment of any student by any employee, student or another person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age-appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed. School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District. Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse. School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained. District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate. Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.”

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps, and other head coverings shall not be worn indoors.

4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in, and the seat of pants cannot sag.

Full Site Dress Code Policy

+California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to properly prepare for school, or shall be required to prepare himself for the schoolroom before entering.

+Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

+DRESS CODE COMMON SENSE RULE: Students may not wear clothing or hairstyles that will be disruptive to the educational process. Ramona Elementary School endorses the principle that dress and grooming of students is the responsibility of the student and parent/guardian and that good taste and good grooming are part of the socialization and learning process. School dress codes are annually reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

All clothing shall be neat, clean, and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Schools have the authority under state law to restrict the wearing of clothes which could be considered to be "gang" attire, or disruptive to the learning environment.

DRESS STANDARDS

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, gang attire (including professional sports attire) which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice. Any clothing, jewelry or personal items that interfere with school work; create disorder or disrupt the educational process, are not allowed.
3. Walking shorts are permissible and must be at least mid-thigh in length or reach the tip of the middle finger as measured against the shorts or whichever is longer. All sports-wear-type shorts, bike shorts (spandex), frayed shorts, shorts with holes, or short-shorts are unacceptable. Shorts that stop between mid-calf and the knees, worn with long white socks are considered gang attire and may not be worn. There must be a least four inches between the top of the socks and bottom of the shorts.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited.
5. Over-sized clothing is inappropriate. Clothing may be no longer than one size larger than the appropriate size. Pants must stay up on hips without the use of a belt and should not cover shoes. Shirts longer than mid-thigh in length must be tucked in pants.
6. Accessories and jewelry, which present a hazard to health or safety, are prohibited. Ear gauges, nose rings, and lip rings may not be worn while on campus.
7. Hats, caps and other head coverings shall not be worn indoors.
8. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

Students who violate the dress policy will be requested to correct inappropriate clothing or call home to have proper clothing items brought to school. If available, "loaner clothes" may be given to replace inappropriate clothing.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The student day is from 8:10 a.m. to 2:20 p.m. (Transitional Kindergarten (TK) and Kindergarten are from 8:10-1:27 p.m.). Supervision at the school site begins at 7:40 a.m. Parents are not allowed in the cafeteria, on the playground or escorting students down the hallways without a visitor's pass. Office hours are from 7:30-4:00 p.m.

Once students arrive on campus, they should proceed directly to either the cafeteria for breakfast or onto the playground.

Students are not allowed to loiter on campus after school. Students are allowed on campus after school if they are participating in after-school tutoring classes, team sports, or attend the after school Oxnard Scholars program.

Students whose parents are late picking them up are not allowed to sit out front to wait for a parent. They are directed to sit inside the building near the windows providing them a clear view of the front of the school. TK and Kindergarten students are brought directly to the office when parents are late. Parents who are habitually late retrieving their student(s), receive a letter from the principal. Crosswalks are clearly marked with traffic signs.

We have also closed the campus, which means that no one is allowed to go past the lobby unless they have previously signed in at the main office and received a visitor's or a volunteer badge. Parents who drop off or pick up their children must wait in the lobby or front of the school.

We consistently check IDs when individuals come to the main office to pick up their student early from school. We match the IDs to the information provided on the emergency cards.

Tardy/Late Policy:

Students must be at the front door by 8:10 a.m. They are encouraged to be on the playground before that time, so that they may line up with their class.

Students arriving after the 8:45 a.m. bell must report to the office for a tardy slip. The slips are marked excused or unexcused depending on the circumstances. They must report to their class immediately.

Excused tardiness are only given for valid reasons such as a doctor's appointment.

Students who arrive at school 30 minutes or later are marked "truant tardy". Three or more truant tardiness are grounds for a SARB letter.

EXCUSED ABSENCES

These can only result from an illness, medical/dental appointments, court appearances, a religious holiday or a death in the family. All other absences are considered unexcused. When a student is absent, parents are expected to call the office (385-1560) the same day or the previous day.

RETURNING AFTER AN ABSENCE

Students must bring a dated note from the parent(s) or guardian stating the reason for the absence, with student name, grade, date of absence, and parent/guardian signature.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered truancies:

Absent from school without the knowledge and /or consent of the parent/school

Leaving the school grounds during the day without permission

Staying out of class without permission

Have excessive tardiness

If a student is habitually late or absent from school, various measures may be followed including referrals to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requirements that parents attend parenting classes to fines and/or court appearances.

In all cases of truancy, students will be assigned appropriate consequences.

The Outreach Consultant, Principal, and the Attendance Technician work together weekly to monitor attendance violations to ensure that administrative staff is aware of the accumulation of student tardies and/or absences.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

At Ramona we high expectations for all students, parents, and staff. In classrooms, on playgrounds, and during all school activities, we follow standards and rules with appropriate social expectations.

Element:

School wide Positive Behavioral Intervention and Support (PBIS)

Opportunity for Improvement:

Minimize the amount of student referrals to office, minimize suspensions and maximize a positive behavior culture.

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>Develop and implement a comprehensive schoolwide positive behavior support system founded on the behavior positive support model of CHAMPS; Conversation, Help, Activity, Movement, Participation & Success for the common areas of the campus.</p>	<ol style="list-style-type: none"> 1. Hold regular meetings with Ramona's Safety Committee 2. Conduct school-wide training 3. Identify a way to disseminate school-wide behavior expectations 4. Develop a new behavior referral form 5. Reduce the amount of referrals due to negative behavior 6. Provide staff with resources that emphasize components of the CHAMPS program. 7. Hold student assemblies to discuss behavior expectations. 	<p>CHAMPS School-Wide Training for staff and students</p>	<p>School Principal, Outreach Coordinator, Counselor</p>	<p>Office Referrals Staff Feedback Parent Feedback</p>
<p>Teachers, support staff, administration, parents, and students will work together and build a sense of community.</p>	<ol style="list-style-type: none"> 1. Staff shall practice a code of ethics that embraces Cultural Proficiency. 2. Staff will work with parents and students in a way that affirms universal human values such as respect, honesty, and fairness. 	<p>Cultural Proficiency Training</p>	<p>School Principal Observation</p>	<p>Observation Reports</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop a plan to meet the needs of students who have social/emotional challenges.	<ol style="list-style-type: none"> 1. Use a referral system to identify students who may have these challenges 2. Get parent permission for student to see school counselor 3. Counselor will either conduct Social Skills counseling groups based on gender and age or provide one on one sessions 4. Outreach Consultant can contract community resources for off-site support for students and their families and/or provide PPP classes to the parents and guardians of the student. 	Second Step program PPP Classes City Impact-Interface	School counselor and Outreach Coordinator	Pre and Post measures Teacher reports Observations Student Interviews Number of referrals All Playground
All Playground Supervisors and all Support Staff (Media Technician, Office Personnel, Custodians, etc.) will be trained in the behavior model of CHAMPS	<ol style="list-style-type: none"> 1. Offer CHAMPS training for all staff, specific to their role 2. Hold Monthly Meetings with Playground Supervisors and all Support Staff to discuss student behavior. 3. Meet with CHAMPS consultant from VCOE. 	CHAMPS School-Wide Training for staff and students	School Principal and Outreach Coordinator School's Safety Committee	Agendas Hand-Outs
Support Staff with classroom/site Progressive Discipline	Provide classroom/site Progressive Discipline	Progressive Discipline List/Chart	Principal and Counselor	Feedback from Staff Feedback from parents
Provide opportunities for students who need to deescalate a trained staff member to assist them.	Train Playground Assistants with NCPI Training	VCOE and OSD Training	Principal and School Office Manager	Certificate of Completion
Provide opportunities for Staff to receive an EpiPen training.	Train staff with EpiPen Training	District Nurse (District Training)	Principal and School Office Manager	Certification of Completion
Increase attendance and decrease student tardies.	Revise Attendance Incentive Program	Current Incentive Program ORC School Funding	ORC, Attendance Clerk	Staff feedback Student and Parent feedback

Objectives	Action Steps	Resources	Lead Person	Evaluation
Provide organized activities for all during recess	Create a list of activities needed for students Purchase materials for recess activities	Campus Supervisors, Counselor, ORC, Staff	Principal and Counselor	Office Referrals
Provide examples of exemplary behavior with student Leadership Team	Create a Leadership Team Purchase materials for Team	Staff	Counselor	Office Referrals

Component:

Safe Physical Environment

Element:

Implementation of Comprehensive School Safety Plan

Opportunity for Improvement:

Obtain items needed to implement drills and actual emergency procedures needed.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Provide emergency materials as needed	Take inventory of current supplies. Discuss with Committee items to be purchased. Purchase items	Current supplies School/ District funding	School Office Manager and Principal	Inventory Checklist
Preparation of staff and students for emergencies	Hold monthly emergency drills for fire, evacuation or lockdown	Site procedures	Principal, Staff	Log
Preparation for severe inclement weather, (i.e. El Nino)	Meet with Custodial, Support Staff, Teachers, Playground Assistants to determine what supplies are needed. Determined procedures for ingress on heavy rain days. Communicate with parents procedures for heavy rain days.	School Funding Staff	Principal, Safety Committee	Feedback from students, staff and parents
Provide parents with support with providing procedures/structures for supporting academics and social interaction	Offer Loving Solutions Parent Workshops	School Funding	Principal, Site Counselor, ORC	Office Referrals Parent Feedback Student Feedback
Offer a student bus drop off and pick-up that minimizes traffic congestion and maximizes student and staff safety	Work with Transportation Department to revise drop off area Work with Risk Management Department and City of Oxnard to ensure correct painting/coding of curbs	Bus schedule	Principal, Safety Committee	Feedback from students, staff and parents.
Monitor pick up and drop off of students in order to maximize safety and efficiency	continue to ask for feedback from parents, teachers and supervisors	Walktroughs	Principal, PBIS committee, Staff	Feedback from teachers, parents and supervisors.

Component:

Disaster Preparedness

Element:

Campus Safety, Ingress/Egress and Emergency Preparedness

Opportunity for Improvement:

Drill for off-campus evacuation.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Conduct a safe egress and ingress of students during a drill to off-campus location	Review and train staff, prepare students and Communicate with parents and community	Flyers, Connect Ed Calls, one-on-one meetings Location and route selected Supplies on hand Staff trained	Principal, Office Personnel	Feedback from students, parents and staff.
Provide communication access during an emergency with a mobile phone	Radio access	Site funding	School Office Manager	Access to staff and Administration during an Emergency.
Prepare Staff and students for a disastrous emergency	Conduct a disaster emergency drill	Procedures for emergency preparedness	Principal, Office Personnel	Feedback from students and staff.
Have backpacks filled with activities and snacks accessible to Staff and students during an emergency	Create a list of items needed for backpacks Purchase items for backpacks Prepare for parent contribution of backpacks	Example of backpacks available	Principal, Office Personnel	Accessibility to backpack items

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Ramona Elementary School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents, and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

We want our students to develop a sense of values and to become:

- Caring
- Honest
- Responsible
- Well mannered and courteous
- Respectful
- Knowledgeable of right and wrong
- Fair
- Positive in outlook
- Compassionate
- Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards, and consequences, so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff, and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a team effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct concerning life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Attend school regularly and be on time for each class.
Know and follow school rules and regulations.
Be courteous and respectful to school personnel, fellow students and the public in general.
Do not disrupt the learning of others.
Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.
Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).
Be responsible for your child's behavior.
Teach the pupil respect for the law and the rights of others.
Visit the school periodically and participate in conferences as called.
Know the district, school and classroom rules and regulations and be supportive of your school.
Help your child to learn self-discipline and control.

Expectation for Teachers

Provide positive learning experiences appropriate for each student.
Consistently enforce classroom rules, district rules, and policies.
Communicate on a regular basis with parents concerning their child's progress.
Be available to parents for conferences and communication.
Continually improve professional competencies in matters of student control and discipline.
Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.
Consistently monitor classroom, school and district rules and policies.
Counsel with students and parents regarding disciplinary matters.
Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
Provide leadership that will establish, encourage and promote teaching and effective learning.
Work closely with parent groups to design a Parent/Student/School Compact that outlines the responsibility and expectations for each group.

Basic School Rules:

Attend school regularly.
Be on time.
Be prepared for class.
Treat others with respect, care, and consideration.
Promptly obey school authorities without argument.
Conserve and protect the school and private property.
Engage in activities without "body contact."
Follow all school, playground, and rules.
Use appropriate language.
Follow district dress/uniform standards.
Use class time wisely.
Work quietly without disturbing others.
Respect the rights of others.
Complete all assignments on time.
Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns, and Consequences:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in the prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.

- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee’s concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety. The staff and the principal will review the school rules and discipline program at the beginning of the year. The School Site Council shall review the plan annually. These groups will consider the impact of the school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed.

Safety Plan Appendices

Emergency Contact Numbers

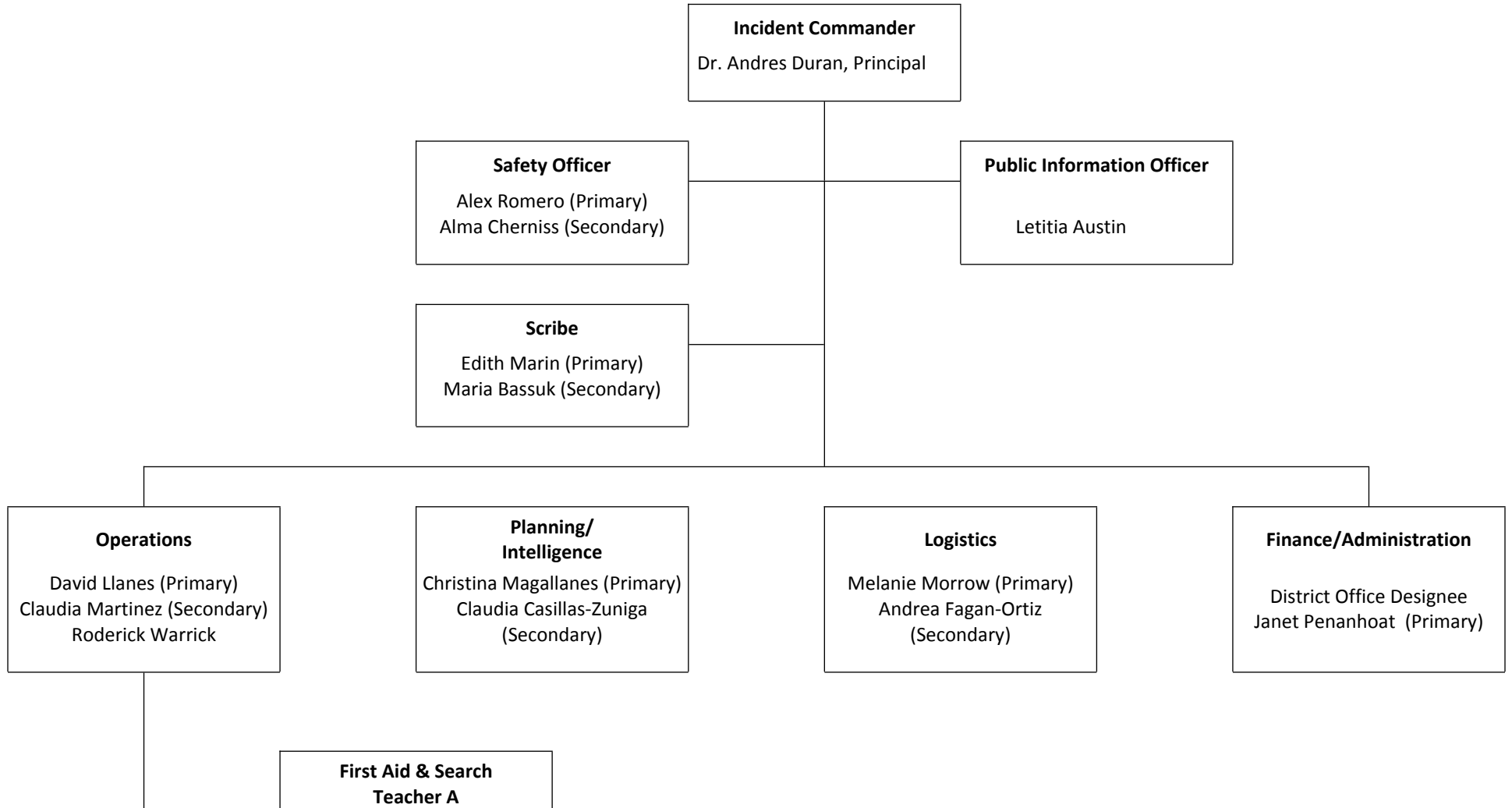
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911 Emergency	(805) 388-5700 Camarillo (805) 654-2380 Ventura
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line (805) 486-1663 from a cellular phone	(805) 385-7600 Main Line
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911 Emergency	(805) 385-7722 Fire Department
City Services	Ventura County Children & Family Services	(805) 654-3200	
Public Utilities	Southern California Edison	(800) 655-4555 0, 2	Non-Emergency, Direct Number
Public Utilities	Southern California Gas	(800) 427-2200 3, 5	(5) is non-residential
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	(805) 988-2500	
Local Hospitals	Ventura County Medical Center	(805) 652-6120	
Local Hospitals	Community Memorial Hospital	(805) 652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
In the winter review with plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee, School Site Council and ELAC. Update plan by February of each year.	December 2017- January 2018	

Ramona Elementary School Incident Command System



Ramona Balderas (Primary)
Adriana Pelayo (Secondary)
Bridgett Sims

Search and Rescue/Morgue
Laurencio Hernandez
Ricardo Torres
Maria Chay
Jose Llamas
Jose Bañuelos(PA)
Desiree Madrid (PA)
Ashley Guerrero (PA)

First Aid
Christina Austin
Angela Vizzo
Diana Lopez
Patricia Peterson
Susan Shapiro

Nutrition
Rosa Sanchez
Alejandra Jasso
Diane Connor
Edmundo Rodriguez
Blanca Cachu

**Student Release &
Accountability
TeacherB**

Karina Figueroa (Primary)
Ana Hunt (Secondary)
Melissa Reyes
Linda Gomez
Diane Mendoza
Marcella Garza

Araceli Gil-Martinez
Maria Reyes
Micaela Alvarado
Maria Romero
Mitzi Majeski

Joe Durán(PA)
Janet Tejeda (PA)
Sub (PA)

Preschool, El Centrito
Ana Gabriela Montes
NFL
Alejandra Santos

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lockdown, Campus Evacuation, Off-Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

1. Have all students return to their classrooms and remain inside. Instruction can continue but everyone must stay inside.
2. Notify animal control at 805.3857786/Oxnard PD non-emergency number or 911 for emergency situations.
3. If injuries have occurred render first aid as necessary
4. Once animal has been removed return to normal procedures

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

CHEMICAL ACCIDENT

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

All cell phone usage is to terminate immediately at the danger of a bomb or explosion.

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).

5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or another emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, the age of the children, the location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon the first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.

5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to Command Post.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences, and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off the ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear evaluate then evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate the building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether a further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate the building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at a safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether a further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disasters; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5. The School Administrator, District Superintendent, and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

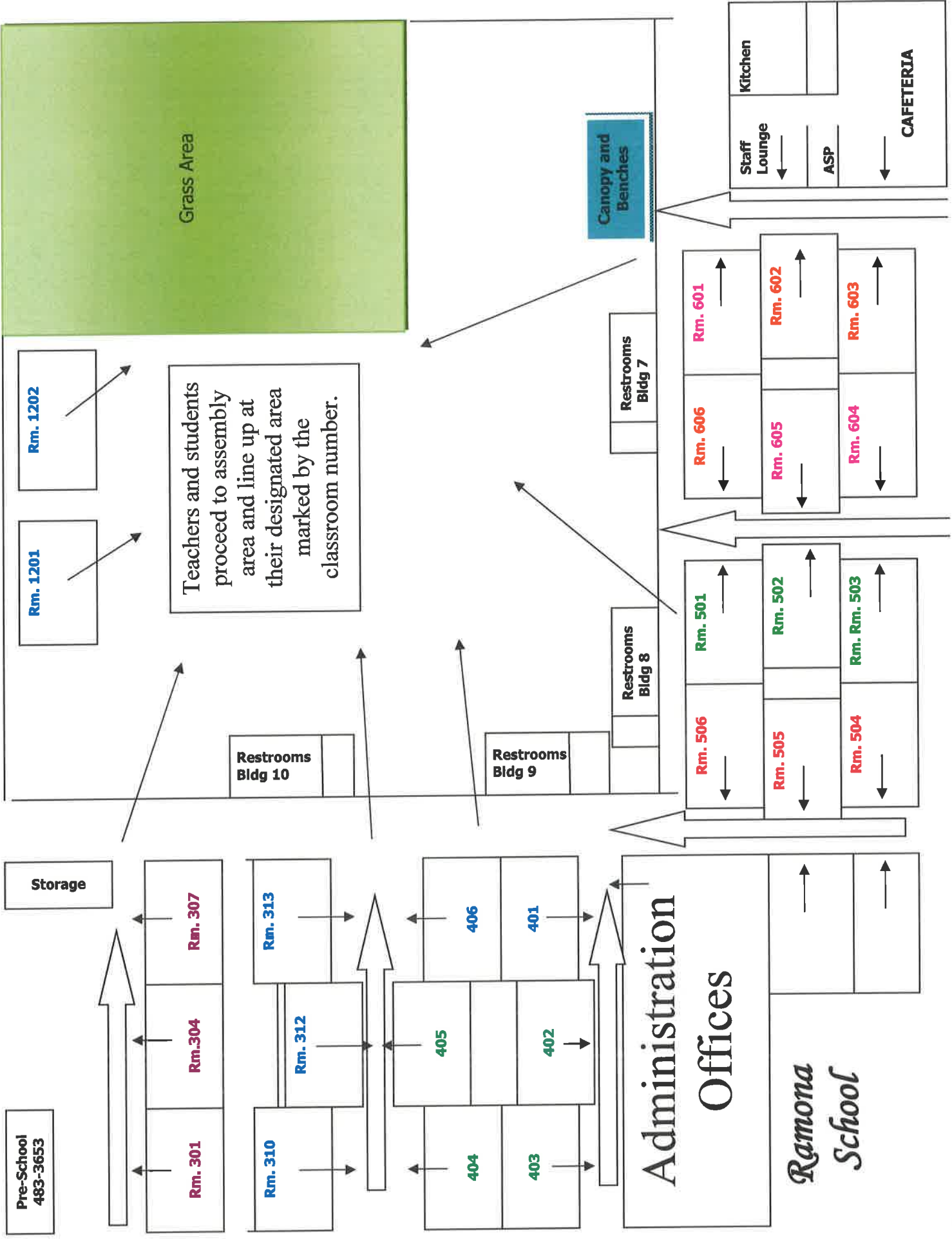
Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

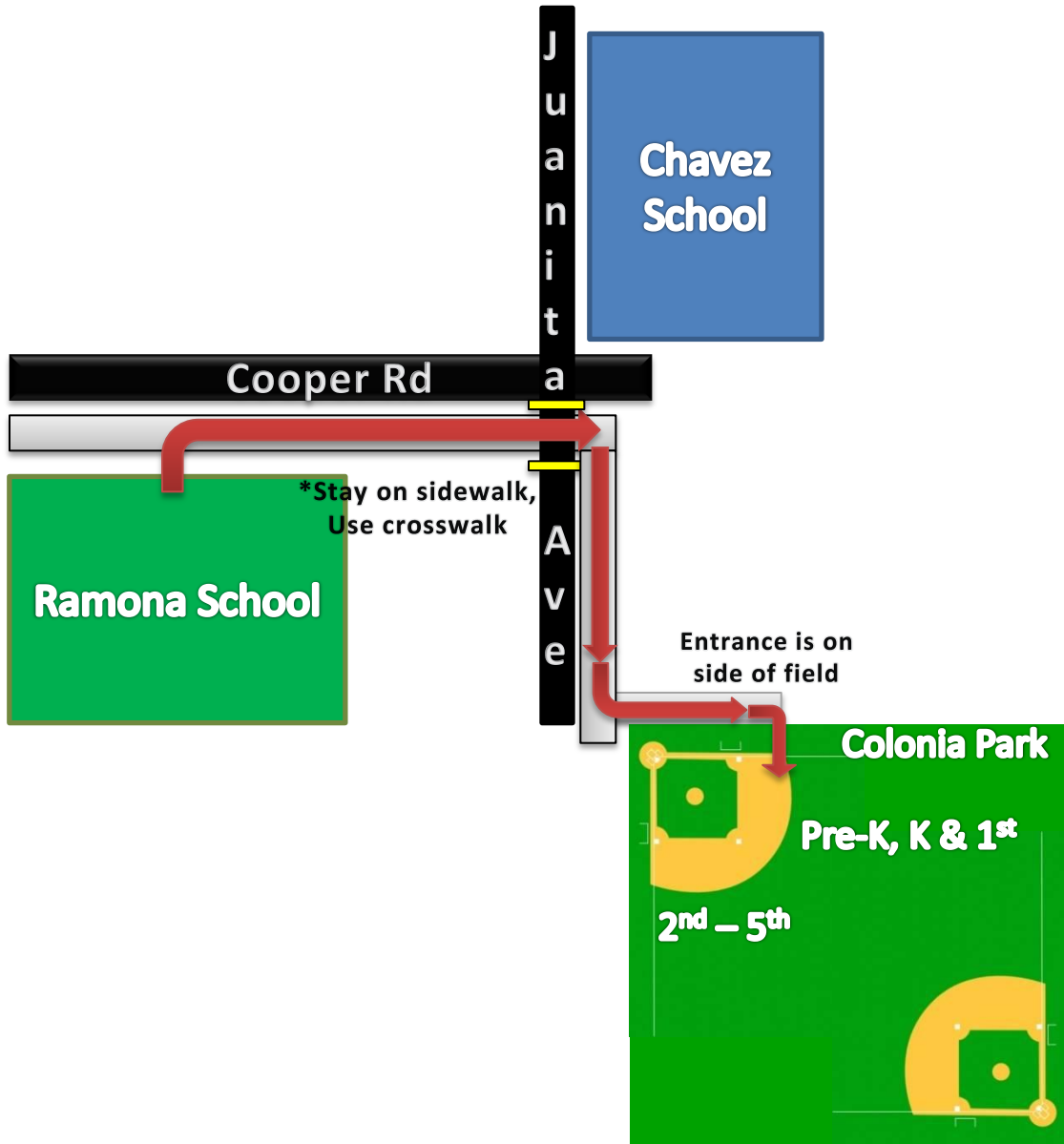
The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map



Teachers and students proceed to assembly area and line up at their designated area marked by the classroom number.

Ramona School



Chavez School

Cooper Rd

Juanita Ave

Ramona School

*Stay on sidewalk, Use crosswalk

Entrance is on side of field

Colonia Park

Pre-K, K & 1st

2nd - 5th

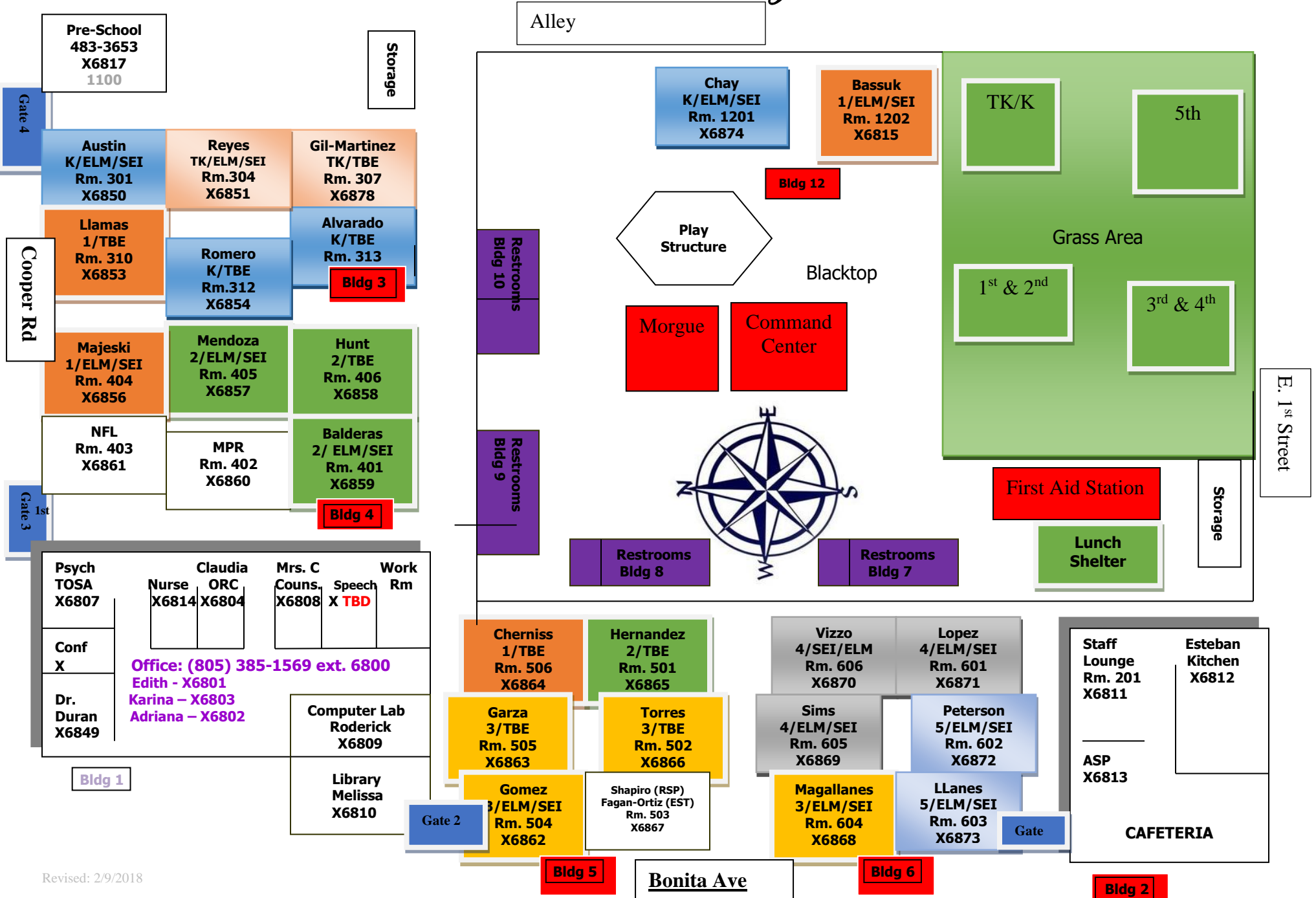
***K dismissal**

Gate 4: Austin, Reyes, Gil-Martinez
Gate 3: Romero, Alvarado, Chay

Ramona Elementary School

***1st- 5th dismissal**

Gate 3: 1st Grade
Gate 2: 2nd Grade
Gate 1: 3rd, 4th & 5th Grade



Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Emilie Ritchen Elementary School
CDS Code: 56725386110738
District: Oxnard School District
Address: 2200 Cabrillo Way
 Oxnard, CA 93030
Date of Adoption: December 12, 2017

Approved by:

Name	Title	Signature	Date
Dr. Andres Santamaria	Principal	<i>And P. Santamaria</i>	12/12/17
Kevin Thompson	SRO	<i>Kevin D. Thompson</i>	1-31-18
Marina West Wyatt	SSC Chairperson	<i>Marina West Wyatt</i>	1/29/18
Cindy Perez	ELAC Chair	<i>Cindy Perez</i>	2/11/18
Denise Evans	SDC Teacher	<i>Denise M. Evans</i>	12/12/17
Raquel Cabral	Office Manager	<i>Raquel Cabral</i>	12/12/17
Stephanie Almstrom	Counselor	<i>Stephanie Almstrom</i>	12/12/17
Erica Walker	1st Grade Teacher	<i>Erica Walker</i>	12/12/17
Tammy Smith	Instructional Coach	<i>Tammy R. Smith</i>	12/12/17
Sarah Rydberg	Parent	<i>Sarah E. Rydberg</i>	1/29/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Emilie Ritche Elementary School's office.

Safety Plan Vision

At Emilie Ritche School, we are committed to providing all students with a safe, nurturing, success-oriented learning environment which implements a curriculum that aligns standards, instruction and assessment while fostering self-esteem and mutual respect in all students.

Components of the Comprehensive School Safety Plan (EC 32281)

Emilie Ritchen Elementary School Safety Committee

Dr. Andres Santamaria (Principal), Kevin Thompson (SRO), Denise Evans (Teacher), Stephanie Almstrom (Counselor), Erica Walker (Teacher), and Tammy Smith (Instructional Coach), Raquel Cabral (Office Manager), Sarah Rydberg (parent)

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department conducted a security inspection with the principal of the campus and made recommendations which were addressed by school personnel or by the district. The SRO regularly monitors scheduled Lockdown Drills and School Wide Evacuation Drills to ensure procedures are followed properly. The OPD will conduct an annual threat assessment of the campus and make recommendations to principal and staff. The Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws. The administration communicates with the community regarding reminders for safety and traffic regulations.

The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO. Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office. Minor changes (such as repairs) are made immediately. Major changes which may need input from more stakeholders go through a process of involving the school's Leadership Team, staff, and any relevant parent groups. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes. The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and the principal conduct regular safety inspections and submit reports to the District Office. Principal designee will conduct annual inventory of emergency equipment and replace as needed.

Any safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through work orders to the district office.

Site administration, as well as the School Site Safety Committee, collected and analyzed data from office referrals, attendance rates, student suspensions, and the Healthy Kids Survey to inform the development of the Site Safety Plan and to improve school-wide systems and practices for student safety.

The Safety Committee meets on a regular basis to review all safety and security procedures and make any necessary recommendations and changes. Monthly drills including earthquake, fire and lockdown drills are practiced. The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent

of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

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possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

EMILIE RITCHEN SCHOOL DRESS POLICY

All students will be held to the Emilie Ritche School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing, change into loaners, or call home to have proper clothing items brought to school. Parents and/or Guardians may be called to bring appropriate clothing to school. The following will be strictly adhere to:

DRESS CODE:

The Emilie Ritche Dress Policy is based upon the principle that the primary responsibility for student grooming lies with the student and his or her parents. The purpose of the dress standards shall be to insure a safe and secure environment in which to offer a quality education. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire. Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1) All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school.

- Garments shall be sufficient to appropriately conceal undergarments at all times.
- Shoes should be comfortable for Physical Education.
- Articles of clothing, which display gang symbols, profanity or products, or slogans, which promote tobacco, alcohol, drugs; materially interfere with schoolwork; create disorder or disrupt the educational process are not allowed. Professional or collegiate team shirts will be allowed as our goal is to have students college and career ready and these items can support discussion and curiosity on the part of students to learn more about colleges.
- Metal accessories and jewelry that present a hazard to the health and safety are prohibited.
- Tank tops may not be worn even with a T-shirt underneath.
- Over-sized clothing is inappropriate and must not create a safety hazard during physical activity. Clothing may be no larger than one size larger than the appropriate size. Pants must stay up on hips without the use of a belt and should not cover shoes. Shirts must be worn tucked in while in school or at any school or district sponsored activity.
- Beach wear, halter-tops, tube tops, bare midriffs or chest, see through outfits, or off the shoulder blouses or blouses with thin straps are not appropriate or acceptable.
- Walking shorts are permissible and must be at least mid thigh in length. This can be easily measured by having a student hold their arms straight down at their sides and the shorts should be at the end of the fingers or longer. All sports wear type shorts, bike shorts (spandex), frayed shorts, shorts with holes or short-shorts are unacceptable.
- Shorts that stop between mid-calf and knees worn with long white socks are considered gang attire and may not be worn. There must be at least four inches between the top of the socks and bottom of the shorts. Thigh high is not acceptable attire for school.
- Straps must be fastened at all times. Bib overalls must be worn with both straps fastened.
- Tights will be allowed if over garment reaches 4 inches above the knee.
- All students must wear shoes. Strap on tennis shoes need to be strapped across the foot for safety. Thongs or shoes and sandals without heel straps are inappropriate for safety reasons.
- Hats may be worn outside the classroom. Gang related symbols of any kind on the hats are not acceptable. Only official school hats, inclement weather or sun protection hats or hats that are part of an accessorized outfit are acceptable. No hats are to be worn in the building.
- A belt with military type buckles oversized buckles or chains may not be worn. Belts must be appropriately fitted.
- Exceptions to the dress code can only be made for medical, health reasons, or religious beliefs.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Emilie Ritche staff continually monitors the safety of all students upon arrival and dismissal from school and throughout the day. Routines and procedures are established for the arrival and dismissal of students. Traffic is monitored in the front of the school both before and after school and the asphalt and play area behind the school is supervised. Supervisors are campus supervisors, teachers, instructional aides, custodial staff and administrators. Public Meetings – PTA, ELAC, Title I Parent Meeting, SSC and Coffee with the Principal – were used to discuss the school’s concerns about safety and to get additional information and suggestions from parents. Suggestions from parents may be made at any time through the school year by emailing the principal or making an appointment.

At the beginning of every school year, families and guardians are asked to provide emergency contact information for their children. These contacts must be 18 years of age and older and will be asked for ID before a child is allowed to leave with them. If phone numbers and other contact information change during the school year, please update your child's emergency contact information.

In the case of parent separation or divorce, it is the responsibility of the custodial parent(s) to provide current court orders that will be attached to the child's emergency card. If these court orders change, an updated copy needs to be provided to the school. In cases with complicated custodial orders (i.e. child is with one parent every other week, or custody changes in mid week) it is always in the best interest of the parents and their child if a calendar is provided to the school on a monthly basis to clarify which parent the child can leave with during the school week.

For morning arrival, the parking lot will be closed off and NO student drop off will be allowed. Only staff will be allowed to enter the parking lot until 8:40 am. Closing the parking lot to cars was agreed upon during the above-mentioned public meetings because of the careless driving practices of those dropping students off and students walking between and among cars. For student drop off, the front driveway will be divided into two lanes with cones each morning by a campus supervisor. The lane closest to school building will be for student drop off ONLY, the other will be for vehicles requiring handicap parking spaces with appropriate stickers and/or for emergency vehicles. Cars will enter Gallatin Place side of the school and exit toward Cabrillo Way. There will be cones on the sidewalk indicating drop off points. When entering the Gallatin side of the school driveway, cars should be pulled up to the farthest drop off point available, allowing other cars behind them to drop off at same time. Students must not be dropped off when cars are in or near the entrance of the driveway, since this will cause traffic to back up. Always pull as far forward as possible when dropping off students. Buses will use the BUSES ONLY ZONES located on either side of the school, Gallatin Place and Cabrillo Way. Entry to the school building will be through main entrance only. The hallway doors into the upper and primary sides of the building will remain closed. No adults or students are to be in the halls in the morning. When students arrive, they are to go to the playground or cafeteria immediately. No adults are to escort their children to the playground or are to enter the cafeteria.

No students are to arrive at school before 8:00AM unless a student is in a tutoring or other group before school and the office has been made aware of this in advance. Upon arrival, from 8:00 and later, all students are to go to the cafeteria for breakfast. At 8:25 students will be released from the cafeteria to the blacktop near their class lines. Students are not allowed on campus until after 8:00AM due to lack of supervision. No students are to be in classrooms or hallways unattended. At the first bell, 8:35, students are to immediately go to their “line” and wait for their teacher to escort them to the classroom and parents are asked to exit campus. Instructional minutes begin at 8:40 and any student who is not in their “line” at 8:40 shall be counted tardy. All students are to enter the building through the front entrance. Those students who enter after 8:40 will be stopped and asked to wait for a “tardy slip” to take to their class.

Upon dismissal at 2:50 PM, the parking lot will be closed off and NO student pick up will be allowed. Closing the parking lot to cars was agreed upon during the above-mentioned public meetings because of the careless driving practices of those picking students up and students walking between and among cars. For student pick up, the front driveway will be divided into two lanes with cones each afternoon by a campus supervisor. The lane closest to school building will be for student pick up ONLY, the other will be for vehicles requiring handicap parking spaces with appropriate stickers and/or for emergency vehicles. Cars will enter through Gallatin Place side of the school and exit toward Cabrillo Way. Buses will use the BUSES ONLY ZONES located on either side of the school, Gallatin Place and Cabrillo Way. There are handicapped parking spots inside that driveway and cars with the appropriate sticker will be admitted to park.

Staff members will supervise students at dismissal in the front of the building. All students are to be picked up immediately following dismissal. Dismissal time for Transitional Kinder and Kindergarten students is 1:57pm. All Transitional Kinder and Kindergarten students must be picked up no later than 2:05 pm. Those students who walk are to leave campus at dismissal time unless arrangements have been made with Emilie Ritche office staff. Arrangements must be made for all students to be picked up within 20 minutes of school dismissal.

For Transitional Kinder and Kindergarten dismissal, the bus loading and unloading area near the Kindergarten playground area is to be used by school buses ONLY. "No parking" signs are posted and no private vehicles are to be parked and/or left in this area for student drop off and/or pick-up. Parents are encouraged to park in the neighborhood to walk up and pick up their children. Ritcher's Administration is working with Oxnard Police Department, the City of Oxnard, district Risk Management and Facilities personnel to create a safer Kindergarten drop off and/or pick up.

Students who ride buses are to line up where instructed and wait patiently for the arrival of the bus. They will be supervised by school staff until the bus arrives and they board the bus. Students will not be allowed to use the office phone to call home to change after school plans unless directed to do so by their teacher or office staff. All students should be aware of where they are to be after school and arrangements for any changes should be made before the child goes to school.

Students waiting for an individual to pick them up are to wait in the immediate front of the school. They are not to go to the Gallatin side of the building or across the driveway in the grassy area. Due to the need for supervision, all students are to stay in front of the building.

During the school day, students are to be supervised at all times. When one student or a small group of students is in the hallways to run an errand, go to the restroom, library, computer lab, etc, the students must have a hall pass in their possession. All staff is responsible for monitoring hallways, restrooms, etc.

Visitors to the Emilie Ritcher campus must sign in at the front office and wear their visitor badge while at school. Parents are asked not to go to classrooms without prior clearance from the office and a visitor's badge. Parents are always welcome to serve as volunteers in classrooms, however, school district Volunteer Clearance Procedures must be followed. Names of approved volunteer will be provided by the district office only.

Gates and Door Security

At the beginning of the day, the double blue fire doors will be closed and no students or adults (except staff) are to enter those hallways. All students are to go directly to the cafeteria for breakfast or to the playground. There will be 5th grade student escorts to walk students to their destination if needed. The kindergarten playground area gate will be used for PreSchool student drop off and pick up ONLY. PreK staff will monitor gate. All other students are to enter through main doors. All exterior doors will be locked to deter entrance to the building except through the front doors at dismissal.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

Schoolwide Positive Behavior Support System

Opportunity for Improvement:

Implementation of schoolwide Positive Behavior Support Program: CHAMPs

Objectives	Action Steps	Resources	Lead Person	Evaluation
Inform all students of behavior expectations	Teachers review their classroom expectations regularly so all students are informed of CHAMPS implementation; these will also be posted in all classrooms and other learning environments at school: cafeteria, hallways, library, restrooms, labs.	Posters to reinforce behavior expectations, teacher provided information, assemblies for all grade levels; parent newsletters and meetings to inform parents so they can reinforce expectations of safety	Principal	Classroom visits, observation of students in areas other than classrooms, reports from all staff, observations of CHAMPS implementation and peer support
Inform all staff of supervision expectations	At the beginning of each year and throughout the year, classroom expectations will be communicated to ensure teacher consistency in maintaining a positive learning environment; each year professional development will be provided for new teachers on CHAMPS and a refresher for returning teachers.	CHAMPS, Peer teacher support; share strategies successful with students in the past, positive reinforcement for appropriate behavior - contests, access support for the student/teacher/family from the ORC and counselor; etc.	Principal, Safety Committee, Parent Organizations; Counselor; ORC; Teachers	Review of behavior referrals, information from Playground Supervisors, Observation of teachers
Inform all parents/guardians through meetings and asking for input to increase positive behaviors and decrease negative. Parents will be offered the opportunity to provide input on an ongoing basis whether in meetings, an appointment with administrator or suggestions box.	Inform parents of SSC, ELAC, Title I meetings, Coffee with the principal to gain information provided	CHAMPS, ORC, Parenting Meetings, Resource Officer,	Principal, Safety Committee	Teacher reports of interactions with parents, office staff reports of interactions with parents, parent survey, Information from parents at SSC, ELAC meetings

Component:
School's Physical Environment

Element:
Safe school Environment

Opportunity for Improvement:
Ensure the facility is in safe working order.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Be certain that the facilities including playground is in safe working order.	<ol style="list-style-type: none"> 1. Conduct regular Inspections for facility conditions. 2. Submit and monitor facility work orders. 	District Office facilities for concerns	Principal Lead Custodian Playground supervisors	District checklist and work orders
Ensure a closed Campus safe from intruders.	<ol style="list-style-type: none"> 1. Threat assessment with OPD 2. Schedule quarterly lockdown drills 3. Ensure gate locks are working and used. 	Threat Assessment	Principal Lead Custodian	Feedback from OPD
Communicate Safety Plans to the community	<ol style="list-style-type: none"> 1. Ask teachers to provide information on safety issues to the clerk so support can be requested through OPRA system. 2. Share safe school plan information to all stakeholders during parent meetings 	Safe School Plan	Teachers, Parents, Custodians	Reports of issues being addressed, Meeting Agendas

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ensure all staff and students are prepared in case of emergency

Objectives	Action Steps	Resources	Lead Person	Evaluation
Students know what to do in case of an emergency such as fire, earthquake, or lockdown.	Conduct monthly emergency preparedness drills	Disaster Drill Procedures	Principal	Fire and Disaster Drill Report Teacher reports OPD reports
Communicate Safety Plans to the Community	Share safe school plan information with all stakeholders during parent meetings	Progressive discipline matrix	Principal	Meeting Agendas
Ensure emergency operations plan is implemented	1. Hold monthly emergency preparedness drills. 2. Train staff and teachers on their responsibilities and stations during a disaster.	Emergency Operations Plan	Principal Safety Committee	OPD Feedback

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Emilie Ritche Elementary School Student Conduct Code

Here at Ritche, we take pride in fostering a safe, positive, and professional learning environment. In order to address our students' social, emotional, and behavioral needs, students are identified through the CoST and SST process to receive individual and/or small group counseling services provided by our school counselor. Our progressive discipline matrix assists teachers and administration with clear guidelines for responding to student behavior at both the classroom and school levels. The CHAMPS (Conversation, Help, Activity, Movement, Participation, and Success) model guides all staff in providing a proactive and positive approach to managing student behavior both in and out of the classroom. Our Positive Behavior Intervention and Support (PBIS)/ School Safety Team meets on an ongoing basis to analyze student discipline data, identify areas of focus, and provide recommendations to school staff in order to strengthen our school's positive learning environment. Weekly Eagle Assemblies and monthly Awards Assemblies honor and recognize the hard work and positive choices students make by rewarding students with praise, recognition, and incentives.

Ritche Elementary reinforces positive behavior by providing students with positive reinforcements for meeting their academic, social and emotional goals throughout the school year. Events and activities such as the annual Accelerated Reader Carnival, monthly Eagle Dollar Store, Awards Assemblies, Party with the Principal, and Cookies with the Counselor have been calendared to provide students with academic and behavioral incentives to fully maximize their potential.

School Compact 2017-2018

It is important that families and schools work together to help students achieve high academic standards. Through a process that included teachers, families, students and community representatives, the following are agreed upon roles and responsibilities that we as partners will carry out to support student success in school and in life.

Staff Pledge: I agree to carry out the following responsibilities to the best of my ability:

- Provide high-quality curriculum and instruction, including enriching experiences.
- Endeavor to motivate my students to learn.
- Have high expectations and help every child to develop a love of learning.
- Communicate regularly with families about student progress.
- Provide a warm, safe, and caring learning environment.
- Provide meaningful, daily homework assignments to reinforce and extend learning (30 minutes for grades 1-3 and 60 minutes for grades 4 & 5).
- Participate in professional development opportunities that improve teaching and learning and support the formation of partnerships with families and the community.

- Actively participate in collaborative decision making and consistently work with families and my school colleagues to make schools accessible and welcoming places for families which help each student achieve the school's high academic standards.
- Respect the school, students, staff and families.
- Monitor the use of student iPads and conduct periodic checks for inappropriate content.

Student Pledge: I agree to carry out the following responsibilities to the best of my ability:

- Come to school ready to learn and work hard.
- Bring necessary materials, completed assignments and homework.
- Know and follow school and class rules.
- Ask for help when I need it.
- Communicate regularly with my parents and teachers about school experiences so that they can help me to be successful in school.
- Limit my TV watching and video game playing and study or read every day after school.
- Work hard and do my best.
- Respect the school, classmates, staff and families.
- Use the iPad for school related purposes only and follow all school rules related to iPads.

Family/Parent Pledge: I agree to carry out the following responsibilities to the best of my ability:

- Provide a quiet time and place for homework, verify its completion and monitor TV viewing and video game playing.
- Read to my child or encourage my child to read every day (20 minutes K-3, and 30 minutes for grades 4 & 5).
- Communicate with the teacher or the school when I have a concern.
- Ensure that my child attends school every day, gets adequate sleep, regular medical attention and proper nutrition.
- Regularly monitor my child's progress in school.
- Participate at school in activities such as school decision making, volunteering and/or attending parent-teacher conferences.
- Communicate the importance of education and learning to my child.
- Respect the school, staff, students, and families.
- Monitor the use of my child's iPad and conduct periodic checks for inappropriate content.

Student Rules

The primary reason children come to Emilie Ritche Elementary School is to learn. Parents should know that student must come to school in clothing that is safe, comfortable and in good taste. Toys and games are to be brought only if the teacher allows them. Items such as skateboards and sharp or dangerous objects are never permitted. School rules are made clear to all students and par-ents at the beginning of each year. Children are consistently rewarded throughout the year for appropri-ate behavior.

The following are school rules. Each student and his/her parents/guardian must annually sign to indicate that they understand the school's rules and the schools expectation of the students behavior. We are aware that many children have cell phones. However, cell phones are to be turned off and not used to make calls, text, or take pictures during the school day.

AS A RESPONSIBLE STUDENT AT EMILIE RITCHEN ELEMENTARY SCHOOL

I PROMISE TO ...

- 1) Be in appropriate areas at all times.
- 2) Be prepared for school each day.
- 3) Exhibit appropriate respect for school and private property.
- 4) Show consideration for the safety and well being of all.
- 5) Obey promptly and with courtesy all directions from all school adults.
- 6) Line up at your room's wait area prior to entering the classroom.
- 7) Walk in the halls and asphalt areas of the playground except in designated game areas.
- 8) Use proper language at all times.
- 9) Not leave the school campus without permission.
- 10) Bring School iPad Charged every day to School.

FOLLOWING THE RULES WILL RESULT IN ...

- 1) Verbal praise.
- 2) Appreciation cards.
- 3) Good notes and calls home.
- 4) Special awards.
- 5) Academic Enrichment Activities

CONSEQUENCES FOR IGNORING THE RULES WILL BE ...

- 1st time Warning given.
- 2nd time Name on board, warning and teacher intervention.
- 3rd time Check after name, a 30 minute detention given, teacher intervention.
- 4th time Check after name, parents contacted, teacher intervention.
- 5th time One hour detention and teacher intervention.
- 6th time See the principal.
- In School Suspension
- Suspension.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.”

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil’s presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

September review plan with staff. Safety plan is reviewed for advisement by Leadership Team, Safety Committee and ELAC Committees. Update plan by January of each year or when requested by District Office Personnel and is approved by SSC.

Safety Plan Appendices

Emergency Contact Numbers

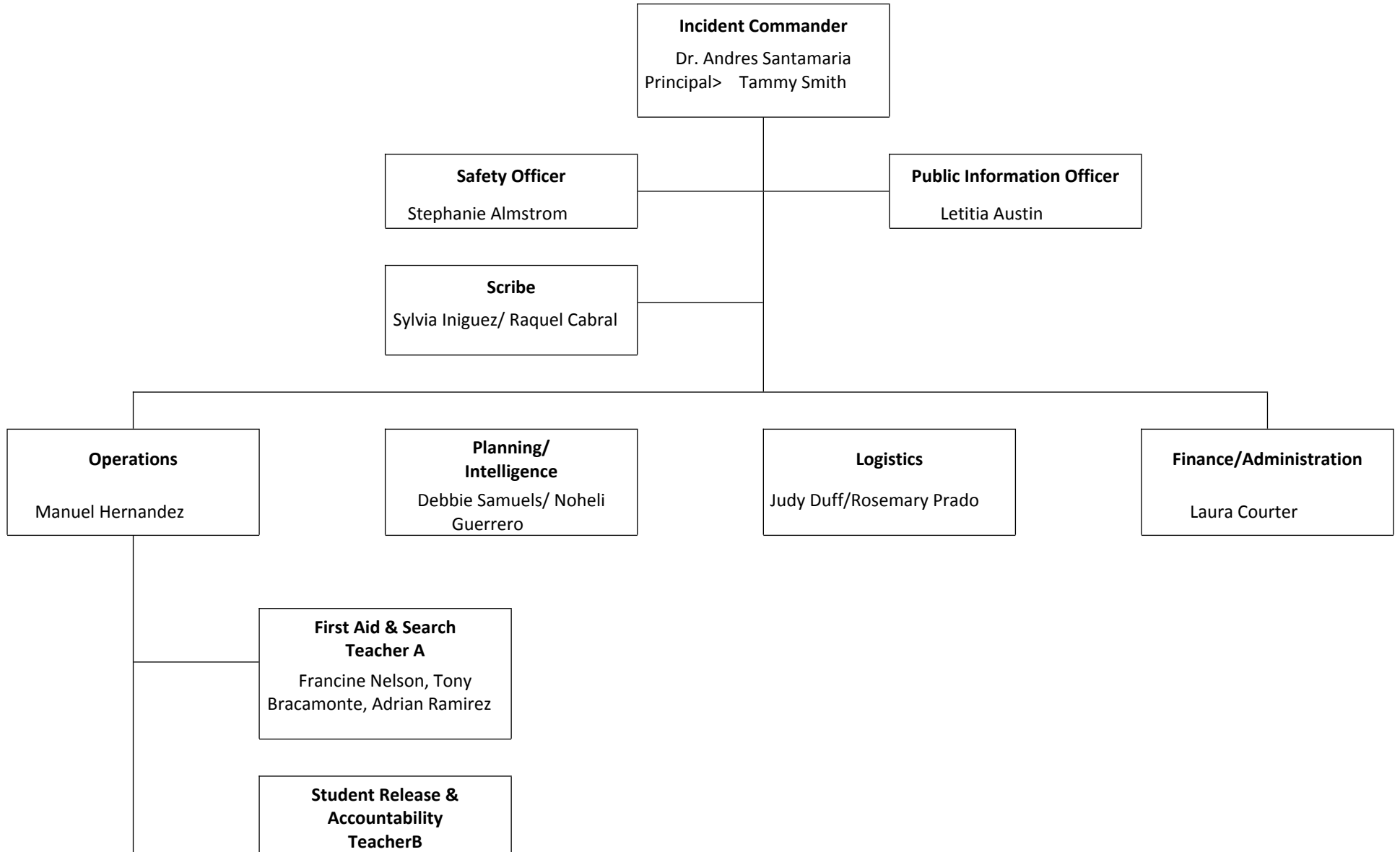
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
In October, review plan with staff. Update plan by January of each year or when requested by District Office Personnel and approve plan by SSC.	October 2017	
Review plan with Leadership Team, Safety Committee and ELAC Committees.	January 2017	
Review plan with safety committee at each regularly scheduled meeting.	Bi-Monthly from October 2017 to June 2018	
Annual plan update to be completed.	February 2018	School Site Council Meeting, Ritche Library

Emilie Ritchen Elementary School Incident Command System



Lorena Hurtado (Attendance)
Teresa Vazquez (ORC)
Noheli Guerrero (Psychologist)

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved with internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated, but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students' responses to any emergency/disaster are based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop, Cover, and Hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

If a stray or troublesome animal is reportedly on campus, all children will be secured in their classrooms, playground evacuated and staff will call animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will notify the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.

3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear, evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Emergency Supplies

Emilie Ritche School Evacuation

Command Post

First Aid Services

Emergency Supplies



BLDG 2(00)

BLDG 3(00)

Restrooms

TES

Cafeteria

402 Lounge

401 Science Lab

31 Ritchie

Mullan 4/5

29 Bowles 5th

28 Ullrich 5th

27 Garcia 5th

Garfield K
Tiffany TK
Patton K

K1 Gaynor
Flores K
Topp SDC K-2

Hart 1
Christiansen 1
ISP

Morgue
Library
Makerspace
Intervention

Motor Room
Workroom
ISP

7 Jordahl
Walker 1
Schwenk 1
Fernandez
Speech
Psych

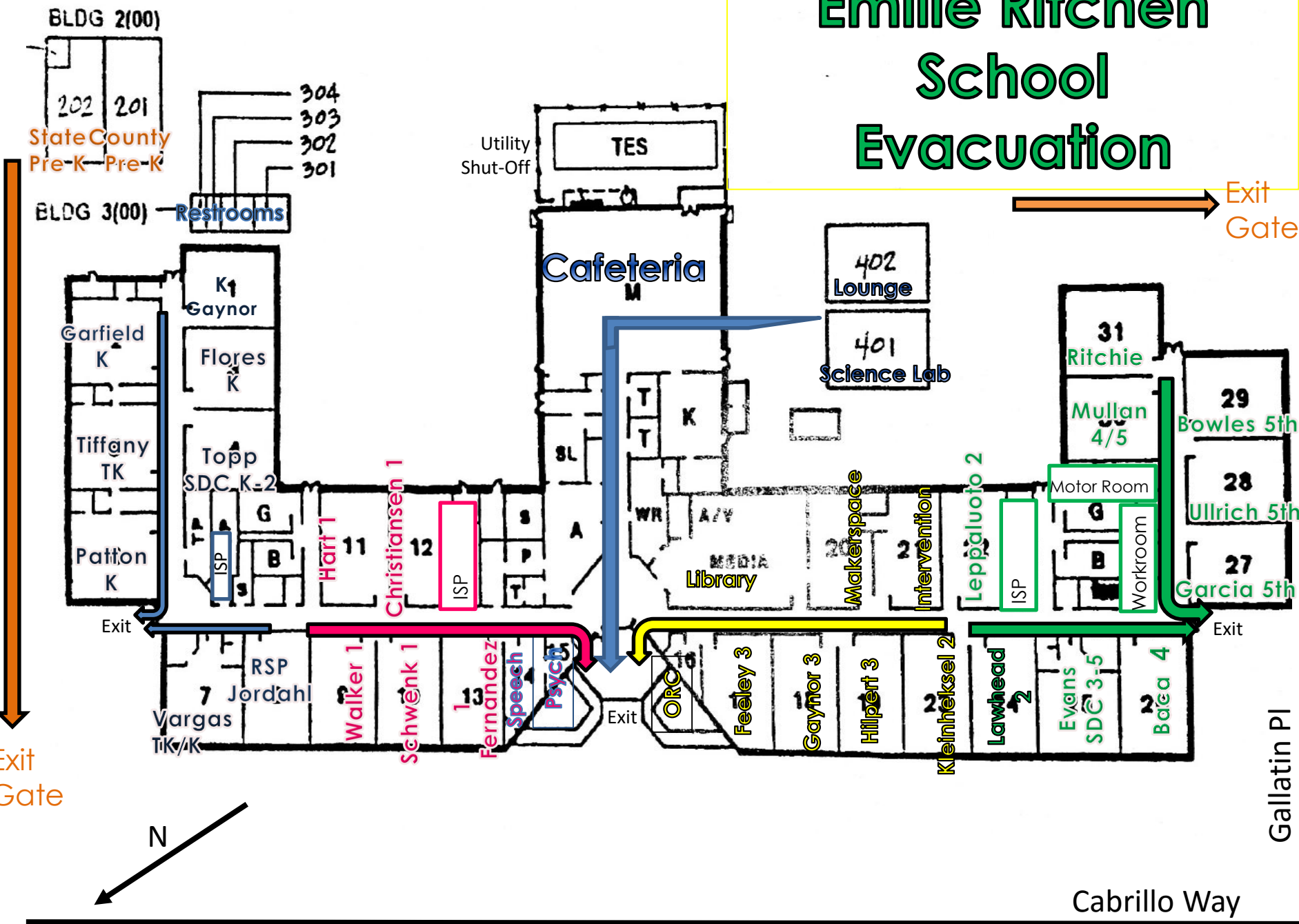
ORC
Feeley 3
Gaynor 3
Hilpert 3
Kleinheksel 2

Lawhead 2
Evans SDC 3-5
Baca 4

Exit Gate

Posted in every classroom, hallway and other common areas of the campus.

Emilie Ritche School Evacuation



Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Rose Avenue Elementary-The School of Science and Wellness
CDS Code: 56725386055370
District: Oxnard School District
Address: 220 South Driskill Street
 Oxnard, CA 93030
Date of Adoption: 10/13/2017

Approved by:

Name	Title	Signature	Date
Pablo Ordaz	Principal	<i>Pablo Ordaz</i>	01-31-18
Robert Yenney	2nd Grade Teacher	<i>Robert Yenney</i>	01-31-18
Raquel Rodriguez	ORC/Classified Rep	<i>Raquel Rodriguez</i>	1-31-18
Cathy Mallen	1st Grade Teacher	<i>Cathy Mallen</i>	1-31-18
Jo Ann Olivares	School Secretary	<i>Jo Ann Olivares</i>	1-31-18
Jessica Turner	Kindergarten Teacher	<i>Jessica Turner</i>	1-31-18
Dawn O'Neill	TK/K1/ SDC Teacher	<i>Dawn O'Neill</i>	1-31-18
Brandon Mascorro	School Resource Officer	<i>Brandon Mascorro</i>	1/31/18
Susana Estrada	School Site Council President	<i>Susana Estrada</i>	1/31/18
Jorge Ruiz	School Technology Technician	<i>Jorge Ruiz</i>	1/31/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Rose Avenue Elementary-The School of Science and Wellness 's office.

Safety Plan Vision

Rose Avenue Elementary-The School of Science and Wellness, we believe all students deserve a nurturing, safe and secure learning environment and we are dedicated to engaging students through science while promoting a partnership between family and school to further develop a positive safe school climate in order for students to achieve academic success. We strives to promote child health and safety through, family and community collaboration, which aim to meet and support students social/emotional and academic achievement.

Components of the Comprehensive School Safety Plan (EC 32281)

Rose Avenue Elementary-The School of Science and Wellness Safety Committee

Mr. Pablo Ordaz, Principal, Mr. Robert Yenney, Teacher, Mrs. Raquel Rodriguez, Outreach Consultant Mrs. Cathy Mallen, Mrs. Jessica Turner, Teacher, Ms. JoAnn Olivares, Intermediate Secretary, Ms. Dawn O'Neill, SDC Teacher, Officer Brandon Mascorro, Mrs. Susana Estrada, School Site Council President, and Mr. Luis Ramos ELAC President.

Assessment of School Safety

Maintaining a Safe Campus:

- The site will receive input from OPD and Risk Management
- SRO conducted a security inspection of campus with the principal/ based on the feedback from the SRO the site will make modifications to the site's visitor policy
- SRO is involved and present in evacuation drills as well as lock down drills
- Risk Management conducts a safety inspection of the campus on a yearly basis. A report is submitted and necessary changes are made.
- The schools' Lead Custodian and the Site Principal will conduct monthly safety inspections and will submit a report to the District Office.
- Safety issues are reported by staff to the administration and issues are handled by the lead custodian or through work orders to the district office.
- The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies
- The site provides ongoing safety training for all staff
- All office staff has been trained on proper protocols when checking students out of school- board policy is followed
- Regular drills are conducted; Earthquake, Lock-down, Evacuation and Fire Drills
- The Oxnard Police Department Traffic Unit are called periodically to observe the traffic patterns during arrival and dismissal
- The Safety Committee meets regularly to review all safety and security procedures and make necessary recommendations and changes

Campus Security:

- SRO and OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly, providing feedback to principal who will debrief with staff and implement the necessary changes.
- Monthly drills are conducted: Earthquake, Lockdown, Evacuation and Fire Drills.

Traffic/Safety Enforcement and Communication:

- Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.
- Administration communicates with the community via meetings, letters and connect-ed phone messaging system regarding reminders for safety and traffic regulations.
- The safety committee meets regularly to review all safety and security procedures and make any necessary recommendation and changes.

Repairs:

- Minor repairs are made immediately through the lead custodian or work orders placed through the DO.
- Major changes will go through a process of involving all stakeholders.

Emergency Supplies:

- An annual inventory is conducted of all the emergency equipment.
- All emergency equipment is replenished as needed.
- The emergency operation plan (EOP) and rescue plan is updated regularly.
- The school staff will receive training on search and rescue procedures and responsibilities.

Information Awareness:

- The staff is trained in the School Safety Plan.
- The safety committee meets regularly to review all safety and security procedures and makes any necessary recommendations and changes.

Parent and Community Outreach:

- The site will provide a parent safety-education during meetings.
- Parents and community will be informed of safety procedures through newsletters, Ed-Connects and meetings.
- The School Principal will update SSC and ELAC members of the School's Safety Plan.
- The Site is a closed campus, all visitors must check in with the office and obtain a visitor's badge.

Student Security:

- Security measures are implemented by having a closed campus. All students are dropped off in the morning and enter through the main gate.
- During dismissal, K-1 students exit through the Driskill Street Kinder gate gate (flagpole), 2nd and 3rd garde students exit through the left side cafeteria gate and 4th-5th students can exit through the main gate.
- All school employees and cleared parent volunteers will wear a school/district provided identification badge when on campus.
- All adults picking up students before regular dismissal are required to be on the student's emergency card, be 18 years of age and produce a valid form of identification.
- Visitor passes will only be granted to parents who are attending a school meeting or event.
- Parents who wish to visit the campus will be asked to pre-schedule their visit at the front office with at least a 24 hour notice.
- All school volunteers must be cleared through the district office before they can volunteer at school in any capacity.
- Staff and administration are continuously supervising and monitoring the school campus throughout the day to ensure school safety.

Student Supervision:

- The site provides adequate student supervision before school, after school, lunch and recess
- Campus Supervisors receive on-going training

Discipline and Behavior:

- The school has adopted PBIS (CHAMPS, Foundations, Restorative Justice) as a school wide approach to student behavior modification.
- Administration will meet with students once every trimester to go over school rules and expectations
- The School's ORC, PBIS Team and Counselor support teachers with CHAMPS in the Classroom
- The school's Counselor and ORC will provide Social Skills Groups targeting bullying, decision making and motivation.
- The school provides students with a paper reporting bullying program.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency.”

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) “GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.
- D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.
- F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

- Ventura: KVTA 1520
- Los Angeles: KNX 1070
- Spanish: KTRO 1520

FM Radio Stations:

- Ventura: KHAY 100.7
- Los Angeles: KBIG 104.3
- Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or County Office shall cooperate with the public agency in furnishing and maintaining the services as the district or County Office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual

orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school or shall be required to prepare himself for the schoolroom before entering. The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

All students at Rose Avenue will be held to the school dress code policy. Students who violate the dress code policy can call parents or guardians to resolve the issue. The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board of education policies.

Gang-related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus. There must be at least five inches between the bottom of a student's shorts and the top of their socks. Clothing should not be of an extreme size, should not sag, and must fit the student appropriately. Gang affiliation with sports teams and colors is also inappropriate for school. (Education Code 35294.1)

1. Shoes must be worn at all times. Sandals must have heel straps. Flip Flops or backless shoes are not acceptable.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice or professional sports teams.
3. Hats, caps, and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts should not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Students may not wear clothing or hairstyles that will be disruptive to the educational process.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The regular student day is from 8:00 a.m. to 2:10 pm. Kindergarten hours are from 8:00 - 1:17. Parents dropping students off at school are made aware that supervision IS NOT available before 7:30 am. School office hours are 7:30 a.m. to 4:00 p.m. Rose Avenue is a closed campus and parents are not allowed on the campus at the beginning of the school day and have special directions for dismissal. The principal, through Connect Ed., sends a phone message to all parents updating them with any changes for ingress and egress throughout the year. Guidelines addressing the arrival and dismissal of students are also included in Rose Avenue School welcome back packet. This information is also shared in assemblies, Coffee with Principal/ Title I meetings, School Site Council Meetings and ELAC Meetings. Safety issues are also shared through Connect Ed

Specific procedures include:

- No students are allowed to arrive at school before 7:30 AM
- Students must exit and enter through the designated front gates.
- School begins at 8:00AM, there is a five minute warning bell at 7:55AM
- Do not park in the bus loading and unloading zone
- Rose Avenue staff assist students at arrival and departure for safety.
- Use caution during arrival and departure times. Be patient and safe.
- Cross streets at designated cross walks
- * Parents are encouraged to walk with their children across the street
- Dismissal time is 2:10 PM, park outside of the school when waiting for children
- Teachers supervise classes for safe and orderly dismissal.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

"Positive School Climate" The school culture promotes and supports the academic, physical, social, emotional, and behavioral skill development and engagement of students.

Element:

School-Wide Positive Behavior Support: We review all school rules with students and parents during class time, discipline assemblies, review of CHAMPS assemblies, at parent meetings, and at Back to School Night, and classified and certificated staff meetings..

Opportunity for Improvement:

Implementation of School-Wide Positive Behavior Support and Anti-Bullying Program: CHAMPS

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Inform all staff of supervision expectations	At the beginning of each school year and throughout the year, classroom expectations will be communicated to ensure teacher consistency in maintaining a positive learning environment; each year professional development will be provided for new staff members on CHAMPS	PBIS Committee implementation support; share strategies successful with students in the past, positive reinforcement for appropriate behavior - CHAMPS incentives <ul style="list-style-type: none"> Family support from the ORC and school counselor; Friday's announcements by Student Council review CHAMPS expectations. 	Principal, Safety Committee, CHAMPS Committee, Counselor; ORC; Teachers	Continuous review of behavior and discipline referrals, information reports from playground supervisors and teachers observations
2) Inform all students of behavior expectations	Principal will review school expectations at CHAMPS assemblies and teachers will review their classroom expectations regularly so all students are informed of CHAMPS implementation procedures; procedures will be posted in all classrooms and all other common areas: cafeteria, hallways, library, restrooms, playground and science lab.	CHAMPS posters to reinforce procedures, behavior expectations, teacher provided information, assemblies for all grade levels. <ul style="list-style-type: none"> Meetings to inform parents so they can reinforce safety expectations. 	Principal, School Counselor, ORC	Classroom walk-thru, observations of students in common areas. Reports from all staff, CHAMPS Committee observations of implementation procedures and support
3) Parents will be offered the opportunity to provide input and feedback on an ongoing basis during parent meetings, with administrator or a suggestions box.	Inform parents at SSC, ELAC, Title I meetings, Coffee with the principal, and PTA meetings.	CHAMPS, ORC, School Counselor, Parent Meetings	Principal, School Safety Committee, CHAMPS Committee	Teacher interaction reports with parents, office staff reports of interactions with parents, parent survey, Information from parents at SSC, ELAC, PTA and Title I meetings.

Objectives	Action Steps	Resources	Lead Person	Evaluation
5) Inform all school stakeholders through meetings and ask for input to increase positive school behaviors and decrease negative behaviors	Provide information to all stakeholders via ConnectEd, School Site Council, ELAC, Title I meetings, Coffee with the principal, and PTA meetings	CHAMPS, ORC, School Counselor, Parent Meetings, Resource Officer	Principal, School Safety Committee, PBIS Committee	Parent surveys, school staff observations
6) Train all students in CHAMPS procedures.	Rose Avenue teachers and students will review CHAMPS procedures regularly and at trimester CHAMPS assemblies.	Posters to reinforce behavior expectations and procedures, teacher provided information, school assemblies for all grade levels.	Principal and Rose Avenue staff.	Classroom visits, observation of students in common areas, reports from all staff, observations of CHAMPS implementation and peer support.
7) Train Staff and implement CHAMPS	Assemblies, Daily Implementation Team Leads, Staff Meetings	Teachers, CHAMPS Handouts, Posters CHAMPS Trainings.	Principal, Assistant Principals and PBIS Team,	Classroom Walk-Thru, weekly meeting feedback, Referrals made to the office data
8) Support Staff With Classroom Progressive Discipline	Provide Classroom Progressive Discipline	Progressive Discipline List/Chart	Principal, Assistant Principal, and School Counselor, PBIS Team	Feedback from Staff Feedback from Parents

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure the facility is in safe working order and site based response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Staff will be familiar with new terminology included in Lock-down Procedures distributed by Oxnard Police Department and Risk Management Dept.	Discussed procedures and terminology at the start of the school year, during staff meetings, practice lock-down procedures with school staff.	Rose Avenue certificated and classified staff as well as students.	Principal and School Safety Committees	Staff will know what to do in a lock-down 1 and 2 drills
2) Ensure a closed Campus safe from intruders.	(A)Threat assessment with Oxnard Police Department (B)Schedule quarterly lock-down drills(C)Ensure all gate locks are in working order and closed at all times.	Oxnard Police Department threat assessment	Principal, Lead Custodian, Playground Supervisors	Feedback from practice drills and OPD
3) Ensure that the physical school structure including playground (s) are in safe working order.	A. Conduct regular inspections for facility conditions. B. Submit and monitor facility work orders.	District Office facilities for concerns	Principal, Lead Custodian, Playground Supervisors, Office Staff	District checklist and work orders
4) After School Program will participate in lock-down drills to ensure safety of students throughout the regular and extended school day.	Inform ASP staff of Rose Ave lock-down drill procedures. Meet with ASP staff to schedule drills. Follow up with ASP staff to see how drills went.	Oxnard Police Department Handout and Risk Management posters	Principal, ASP Staff	Oxnard Police Department and ASP Coordinator will give feedback to staff after drills have been completed.
5) Update all safety and evacuation plans to include all grades PreK - 5	Create/update plans, evacuation maps, and instruct staff and students on new information	New Evacuation Plan and Maps	Principal, Assistant Principal, Teachers, and Support Staff	Plan and handouts
6) Schedule regular safety drills.	Select a monthly date. Provide staff with safety drill handouts	School Calendar Meet with SRO Handouts	Principal, Assistant Principal and staff	Submit District Safety Summary Forms

Component:

Disaster Preparedness: At Rose Avenue School we have developed a complete Disaster Preparedness Plan.Council. Our goal is to make sure that students and staff are safe at all times and that there is a plan in place

Element:

School Safety: We have developed our plan as a team and have reviewed all the components. All key players know their position and roles in case of a disaster/emergency.

Opportunity for Improvement:

Ensure all staff and students are prepared in case of emergency,Site based response:Provide regular updates and review at meetings.Train all personnel as needed.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Students will know what to do in case of an emergency such as fire, earthquake, or lock-down.	Conduct monthly emergency preparedness drills	Disaster Drill Procedures	Principal, Assistant Principal	Office Referrals, Teacher reports and OPD reports
2) Ensure that classroom doors are locked at all times.	Send reminders in weekly bulletin and verbally during staff meetings	Weekly bulletin, staff meetings	Principal, Office Manager, Campus Supervisors. Teachers	Doors will remain locked at all times
3) Practice emergency procedures	Monthly fire/evacuation and or lock down drill	Emergency Operations Plan	Principal, Assistant Principal, Lead Custodian, School Counselor	Safety, Fire, Lock-down Record Log
4) Ensure we have necessary emergency equipment	Annually inventory and refill emergency equipment	Emergency equipment	Principal, School Safety Committee	Safety Log, Safety Backpacks
5) Ensure emergency operations plan is implemented	Hold monthly emergency preparedness drills, train staff on their responsibilities and stations during a disaster	Emergency Operations Plan	Principal, School Safety Committee	Oxnard Police Department Feedback
6) Write and update our plan yearly.	Meet yearly to update the school safety plan.	Place item on all parent meeting agendas. Meet with leadership and safety committee.	Principal, Assistant Principals, and staff	Submit Safety Plan for Board Approval
7) All staff to be FEMA certified.	All staff to take online test.	Refer staff to HR for online log-ins and passwords.	Principal and Assistant Principal	Submit certifications to HR.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Rose Avenue Elementary-The School of Science and Wellness Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas. Rose incorporates the Puma CHAMPS Bucks program emphasizing the guidelines for success - Be Safe, Be Responsible, Be Respectful – Be Your Best with CHAMPS.

GOALS

We want our students to develop a sense of values and to become:

Caring Honest

Responsible Well mannered and courteous

Respectful Knowledgeable of right and wrong

Fair Positive in outlook

Compassionate Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and expected conduct.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-disciplined and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior, which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities, which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- Attend school daily and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth -experiences, which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."

- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Inappropriate use of cellular telephones or electronic paging devices;
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct.

SCHOOL RULES AND PROCEDURES IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

EVALUATION AND FEEDBACK METHODS

Summary

The staff, School Site Council, and the principal will review the school rules and discipline program. These groups will consider the impact of the school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety.

Conduct Code Procedures

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 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
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3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

At Rose Avenue School, the Leadership Team, ELAC, Café Con el Director, Staff, School Site Council, and School Safety Committee meet throughout the school year to review and update the School Safety Plan. The comprehensive plan is subject to review and evaluation with public input. Amendments to the plan are considered more frequently than once a year, except in cases of emergency.

Safety Plan Appendices

Emergency Contact Numbers

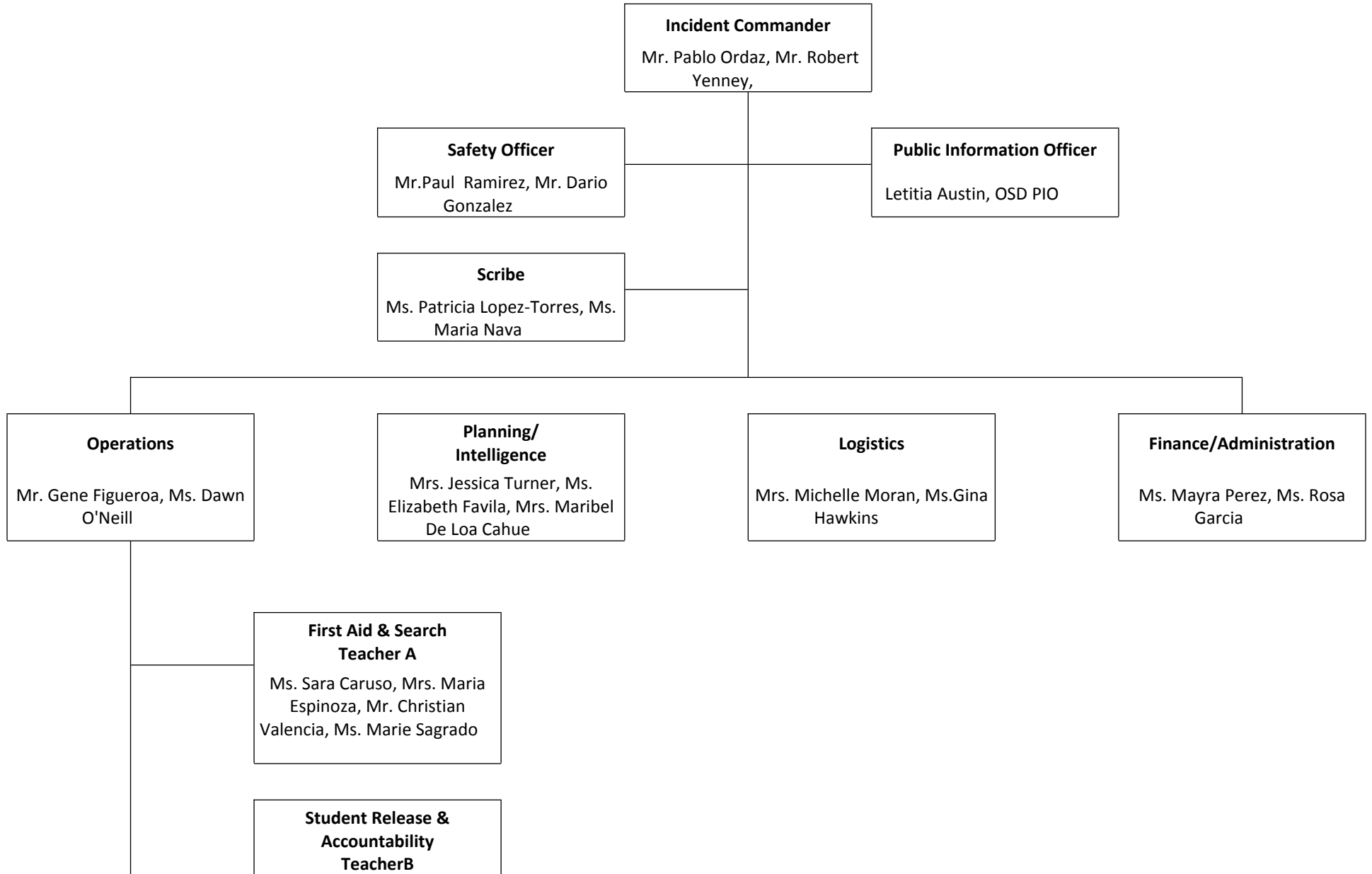
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 desde un teléfono fijo; 486-1663 desde un celular	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	(805) 654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	(805) 988-2500	
Local Hospitals	Ventura County Medical Center	(805)652-6000	
Local Hospitals	Community Memorial Hospital	(805) 652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review the plan with staff. Review plan with safety committee at each regularly scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	September 2017	
October/Review Plan	October 2017	
November/Review Plan with PTA	November 16, 2017	
December/Review Plan ELAC	December 2017	
January/Review Plan/School Site Council Approval	January 2018	
February/Review Plan	February 2018	
March/Review Plan with ELAC Board	March 2018	
April/Review Plan	April 2018	
May/Review Plan/Final draft for the following school year	June 2018	
June/Review Plan and make last revision/Present to school site council	September 2018	

Rose Avenue Elementary-The School of Science and Wellness Incident Command System



Mrs. Ultreras, Mrs. Celina
Camarena, Ms. JoAnn
Olivares

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency. Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

Any pet owner or custodian who allows a dog to bark continuously or for an extended period of time in a manner that annoys the neighbors and disturbs the peace and tranquility of the neighborhood may be guilty of allowing a public nuisance and punishable by a misdemeanor with a fine of up to \$1000 and/or six months in jail. (California Penal Code 373A and LA County Code Sec. 10.40.065)

Armed Assault on Campus

1. Call 911
2. Institute Lock-down - Priority 1 procedures
3. Remain on Lock-down until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - A) Direct all students and staff to remain indoors.
 - B) Direct all heating and ventilation systems to be shut down.
 - C) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lock-down".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

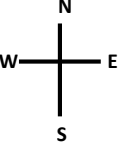
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

EMERGENCY MAP 2 – COMMAND POST AND DESIGNATED AREAS



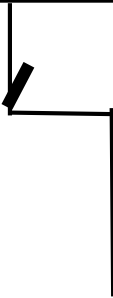
DRISKILL STREET

PARKING



MAIN OFFICE

EXIT



PARKING

ENTER



STUDENT RELEASE & ACCOUNTABILITY

BLACKTOP PLAY AREA

CLASSES ASSEMBLY AREA



EMERGENCY SUPPLIES



MORGUE



GARDEN 1



PLAY YARD



GARDEN 2

BACK PARKING

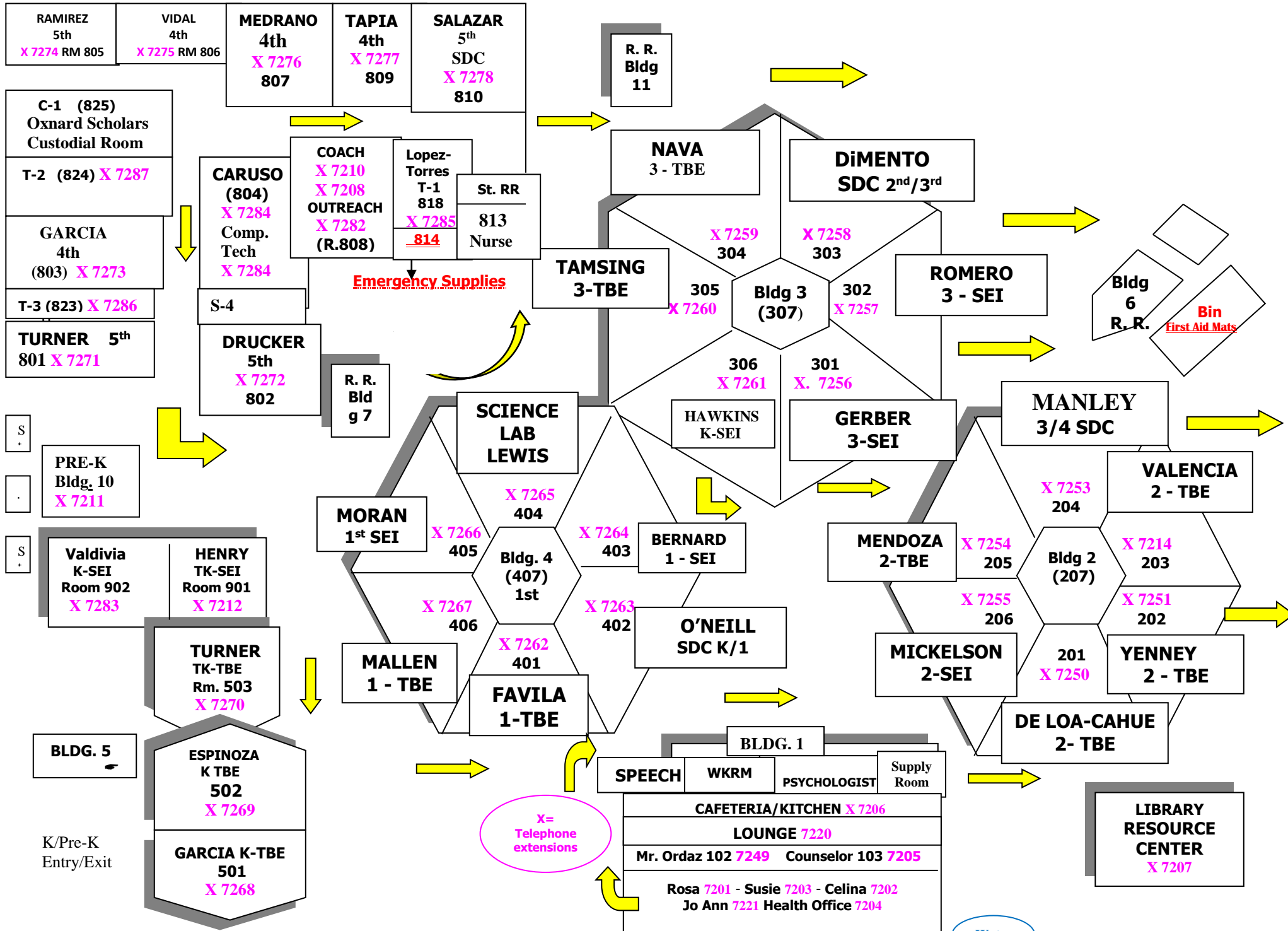
GRASS AREA - PLAYGROUND



FIRST AID & SEARCH



INCIDENT COMMAND POST



Comprehensive School Safety Plan SB 187 Compliance Document

**2017-2018
School Year**

School: Sierra Linda Elementary
 CDS Code: 56725386055388
 District: Oxnard School District
 Address: 2201 Jasmine Avenue
 Oxnard, CA 93036
 Date of Adoption: February 21, 2018

Approved by:

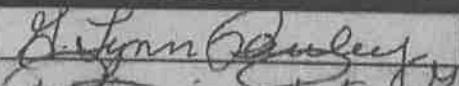
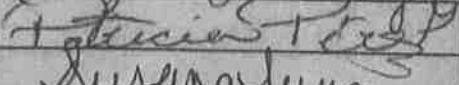
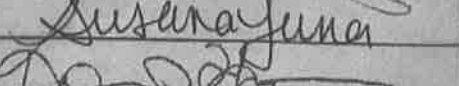


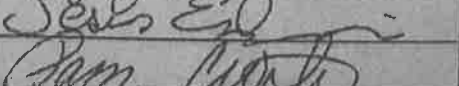
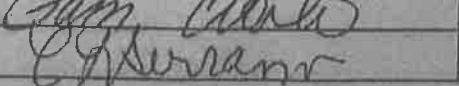
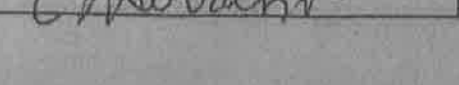
Name	Title	Signature	Date
Lynn Pauley	SSC President		2/7/18
Patricia Perez	ELAC President		2/7/18
Susana Luna	Counselor		2-7-18
Kevin Thompson	SRO/OXPD		2-7-18
Armondo Arreguin	School Safety Committee Chairperson		2/7/18
Jesus Espinoza	Head Custodian		02-07-18
Pam Cwiklo	Asst. Principal		2/7/18
Carmen Serrano	Principal		02-07-18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Sierra Linda Elementary's office.

Safety Plan Vision

At Sierra Linda School, we believe all students deserve an education that incorporates critical thinking and the integration of all curricular areas, including technology. We believe students should be actively involved in a respectful, caring, cohesive and safe educational community. We promote a "Respectful, Responsible and Safe" school environment.

Components of the Comprehensive School Safety Plan (EC 32281)

Sierra Linda Elementary Safety Committee

The following are members of our site's safety committee:

Lynn Pauley, Teacher and SSC President	Susana Luna, School Counselor
Jesus Espinoza, Head Custodian	Armondo Arreguin, Teacher
Patricia Perez, ELAC President	Pam Cwiklo, Assistant Principal
Kevin Thompson, SRO/OXPD	Carmen L. Serrano, Principal

Assessment of School Safety

The School Resource Officer (SRO) from the Oxnard Police Department (OPD) conducted a security inspection with the principal of the campus and made recommendations which were addressed by school personnel or by the district.

The school is closed to all adults unless they checked in with the office and receive a visitor badge. A challenge is still created with the additional parents for kindergarten where the kindergarten area is inside the campus, as is the breakfast area. We have determined that kindergarten parents only can escort their students in to the breakfast line or into the kindergarten playground area only, and that is effective.

The SRO is present for whole school lockdown drill. Monitoring and providing support.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

Any safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through work orders to the he district office.

Office Referrals are shared with parents, teachers, counselors and if need be with SRO. CHAMPS team has tallied the number of office referrals and reasons in order to best assess effectiveness of consequences. The CHAMPS team also shared their findings with SSC in order to fund enough campus supervisors and staff training on Restorative Justice.

Attendance Rates and Suspension Rates are shared with parents and staff. Students with perfect attendance and no suspensions are rewarded monthly for their attendance/behavior. Staff meets with parents of those students with poor attendance/suspension. Interventions and solutions are documented and agreed upon with parents. If poor attendance continues families are placed on an attendance contract and or recommended for Oxnard School District SARB.

The California Healthy Kids Survey results are shared with parents on SSC, ELAC, and staff. CHAMPS team reviews results and uses it as a base for improvements campus-wide.

The Safety Committe reviewed and discussed procedures to be followed by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency."

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) "GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.

- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee’s concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student’s suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL’S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has “latitude of choice within certain legal bounds.” When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

SIERRA LINDA SCHOOL DRESS POLICY

All students will be held to the Sierra Linda School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing, change into loaners or call home to have proper clothing items brought to school. Parents may be called at home or work to bring appropriate clothing to school. The following will be strictly adhered to:

DRESS CODE

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

The Sierra Linda School Dress Policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. One's dress and appearance should not disrupt the education of others. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire.

1. Clothing, jewelry and personal items (backpacks, etc.) shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, which bear drug, alcohol or tobacco company advertising.
2. Clothing which exposes underwear, bare midriffs or stomachs (including transparent blouses, crop tops, tank tops, "spagetti" straps, or halter tops), short shorts, or skirts (above mid thigh) are not permitted.
3. Shorts that extend below the bottom of the kneecap are not permitted.
4. Hats may not be worn inside a classroom or school building. Baseball caps or "bucket hats" may be worn for sun protection and must be a plain, solid color, without any logos.
5. Pants must be worn at the waist to prohibit sagging.
6. Metal accessories that present a hazard to the health or safety of the wearer or others are prohibited on school grounds.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Results from the parent and teacher survey identified a concern for the school's physical environment. Specifically noted was the dropping off/picking up student area.

Guidelines addressing the arrival and dismissal of students are included in Sierra Linda's agenda and/or handbook. This information is also shared in assemblies and with the parents at parent meetings. Safety issues are also shared through Connect Ed.

Specific procedures include:

- No students are allowed to arrive at school before 8:10 AM
- If walking or being dropped off by parents, 1st-5th grade students must enter through the front gates only. If dropped off by bus, 1st-5th grade students enter through kinder gates. Kinder students must enter and dismiss through kinder gates. 1st through 5th grade students must exit through assigned gates.
- School begins at 8:35, there is a five minute warning bell at 8:30
- Do not park in the bus loading and unloading zone.
- Campus Supervisors and teachers are assigned designated areas at arrival and departure for student safety
- Use caution during arrival and departure times. Be patient and safe.
- Cross streets at designated cross walks
- Dismissal time is 1:52 for Transitional Kinder and Kindergarten students; park outside of the school when waiting for children
- Dismissal time is 2:45; park outside of the school when waiting for children
- Students taking bus home line up near room 907 and are then escorted to the bus.
- Teachers supervise classes out for safe and orderly dismissal.
- Teachers monitor high traffic areas at dismissal (bus area, street corner, parking lot crossing area)

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School Wide Positive Behavior Support

Opportunity for Improvement:

Students should follow the elements of the Pledge for Success/CHAMPS daily

Objectives	Action Steps	Resources	Lead Person	Evaluation
The school uses a proactive and positive approach to management of student behavior (CHAMPS/Lesson One) with clear expectations and structures in place in classrooms and common areas.	Daily review of pledge during opening; further discussion during family time; review of rules and expectations	Posters in classroom and common areas	Teachers, Paraprofessionals, Playground supervisors and Principal	Walk through observations
Parents shall be made aware of student behavior plans and expectations	Information shared with parents at Coffee With the Principal, ELAC, PTA, and School Site Council Meetings.	Space available for meeting	Teachers, Paraprofessionals, Playground supervisors and Principal	Parent awareness of expectations
Teachers and Classified staff shall be trained on CHAMPS	Teachers will be trained on the implementation of CHAMPS.	Meeting time	Teachers, Paraprofessionals, Playground supervisors and Principal	Attendance, follow through of implementation. School-wide CHAMPS leadership team will conduct walk-through observations
Education Codes will be followed when implementing respectful and dignified student discipline.	Discipline from teacher/principal/designee	Referral forms, Q documentation	Teachers, Principal, Designee	Monitoring of student behavior

Component:

Disaster Plan

Element:

Safe School Environment

Opportunity for Improvement:

Staff needs to review emergency drills, disaster plan (FEMA) and lockdown procedures

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff to become trained in FEMA	Video course to be taken by all staff	Website for video course	Principal	Completion of course 100 and 700
Familiarize new disaster plan and procedures with staff	Review of plan on ongoing basis	Plan with roles for disaster	Principal	Staff knowing what to do or who to follow during a disaster
Staff to be familiar with new procedures for lockdown	E-mail new procedures to staff; review at staff meeting; conduct lockdown drill	OXPD Handout	Principal	Staff knowing what to do during a lockdown
Staff conducts monthly drills for evacuation; quarterly drills for earthquake, and annual lockdown drills.	Review procedure with staff, conduct drills	Evacuation map, emergency backpacks	Principal	Completion and observation of drill procedure
Educate parents about school disaster plan so they will help students understand procedures	Information shared with parents at Coffee With the Principal, ELAC, PTA, and School Site Council Meetings.	Site Disaster Plan	Principal	Students and parents knowing what to do during a disaster.

Component:

School's Safe Physical Environment

Element:

School Safety

Opportunity for Improvement:

All school gates need to be closed during the school day, not allowing for openings into the parking lots.

Objectives	Action Steps	Resources	Lead Person	Evaluation
All gates need to be closed and locked after entry into school or exit from school	Signs posted on the gates	Copies/Publications Campus Supervision Schedule for monitoring in the mornings	Principal/Teachers/Staff Members	Gates closed and locked
Reminding staff of procedures when they enter or leave campus, ensuring that gates are closed and locked behind them if they enter from a side gate.	Reminders in bulletin and via email or face to face with individuals.	Weekly bulletin	Principal	Gates closed and locked
Gates monitored by staff during delivery of food or supplies through back gate	Reminders to staff to close and lock the gates or have a staff member monitor gate during delivery so that students do not go out during the day.	Weekly bulletin reminder	Principal, staff members	Gates closed and locked

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Sierra Linda Elementary Student Conduct Code

Sierra Linda Elementary's mission, vision, values and goals include:

Vision:

Empowering All Children to Achieve Excellence

Mission:

"We encourage children to become creative, academically competent, responsible citizens within a safe and healthy environment where all individuals are nurtured and respected."

VALUES:

We can achieve our vision by on-going reflection and collaboration regarding best instructional practices, using data, prioritizing time and money, engaging in professional development that is relevant to student achievement, implementing interventions for both academic and social/behavioral needs (Response to Intervention/Instruction) and engaging students by using technology as an integral part of instruction.

All students will:

*receive instruction daily in reading, English Language Development, physical education and mathematics for 180 days.

*receive intervention, if needed, to access curriculum

*all English learners will meet or exceed annual targets on the state test for English Learners.

All Parents will:

*support school and district behavior, homework and dress-code policies.

*ensure that their child completes homework and daily assignments.

*attend Back to School Night, parent conferences and other school related activities to support their child's academic and social-emotional growth.

*be available for communication regarding their child's academic and social progress.

Please see attached Paren-Student Handbook for specific information on school rules, positive reinforcements, incentives and consequences.

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas."

Students may be disciplined for the following reasons:

a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or

(2) Willfully used force or violence upon the person of another, except in self-defense.

b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.

c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.

d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco, or tobacco products.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.

k) Disrupted school activities or otherwise willfully defied the valid authority

l) Knowingly received stolen school property or private property.

- m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive."

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students

are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

The completed plan will be distributed to school-wide by email and printed copies will be available for parent/community review at the front office. The safety plan will be reviewed bi-annually by all Sierra Linda staff. Evacuation maps are posted in every classroom and common areas of the campus.

Safety Plan Appendices

Emergency Contact Numbers

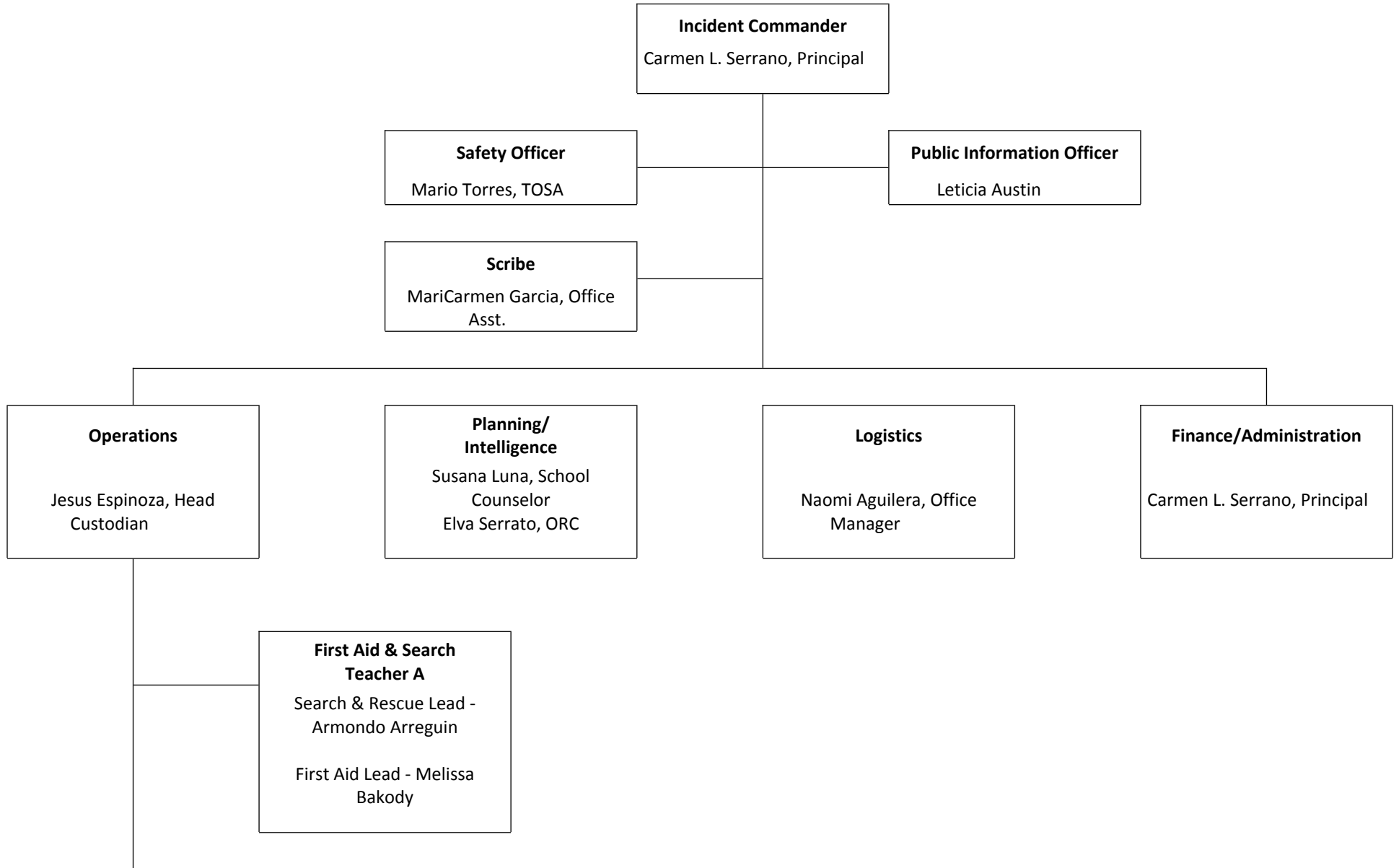
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 desde un teléfono fijo; 486-1663 desde un teléfono celular.	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review procedures and protocols in site safety plan with all staff at beginning of each school year.	September 2017	
Safety plan will be distributed to Safety Plan Committee Members for review and revision	September 2017	
Leadership Team, Safety Committee, ELAC make recommendations for changes to safety plan	November 2017	
Final approval of safety plan by SSC	January 2018	
Safety plan will be shared with all staff and available for parents in the front office. Translated copy will be made available.	February 2018	

Sierra Linda Elementary Incident Command System



**Student Release &
Accountability
TeacherB**

Susana Rodriguez, Attendance
Clerk
Gwen Harrod, Teacher

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

All Sierra Linda staff have been trained on the use of terminology and the functions of the systems during the 2017-2018 school year. Staff members have given priorities for each of these five areas to ensure the implementation of the Safety Plan.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

Incident Commander is responsible for the health and safety of all students, staff and community members on site during an emergency. The following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous Materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the Oxnard School District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

1. School Administrator will initiate appropriate immediate response actions, which may include lockdown or on-campus evacuation procedures.
2. Upon discovery of an animal, staff should isolate students from the animal, if it is safe to do so. If the animal is outside, students will stay inside. If the animal is inside, students will be kept outside in an area away from the animal.
3. It is best to close doors and lock gates as a means to isolate the animal.
4. School Administrator will call 911 if additional outside assistance is needed and will provide the location of the animal and nature of the emergency.
5. If a staff member or student is injured, school medical personnel should immediately be notified. Parent or emergency contact of the injured person should also be notified.
6. In the event that students need to be released from the site, student reunification procedures will be followed.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by a police officer.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the OSD Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - A) Direct all students and staff to remain indoors.
 - B) Direct all heating and ventilation systems to be shut down.
 - C) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the Oxnard Police and the OSD Superintendent.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.

5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 911 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.

6. The School Administrator will determine what additional appropriate notifications should be made and will and the OSD Superintendent on the situation.

7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Oxnard Police Department and the Oxnard School District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal "All-clear".

Earthquake

A. INSIDE SCHOOL BUILDING:

- 1) The teacher, or staff member in authority, will implement action, "DUCK, COVER AND HOLD." Stay inside building until the shaking stops.
- 2) Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
- 3) Do not use telephones.
- 4) Implement action, "LEAVE BUILDING." Over intercom, when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
- 5) Avoid touching electrical wires and metal objects such as chain link fences.
- 6) Render first aid if necessary.
- 7) Take roll and submit Disaster Report to incident commander.
- 8) The principal/designee is to establish a command post, assess damage, activate search team and activates the incident command system.
- 9) Activate a buddy system; determine needs of neighboring classrooms. Listen for directions when to report to stations.
- 10) Principal to request assistance through school district channels.
- 11) Notify the District Emergency Operations Center of any breaks in utility lines.
- 12) The superintendent/designee will determine the feasibility of closing the school, based on the report of the principal.

B. IF OUTSIDE:

- 1) Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
- 2) The safest place is out in the open. Stay there until the earthquake is over.
- 3) DO NOT RUN! Do "DROP, TAKE COVER."
- 4) Follow procedures 5 through 12 under "Inside School Building."

C. HANDICAPPED STUDENTS:

- 1) Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

- 1) DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
- 2) If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
- 3) Evacuate ONLY when directed.
- 4) If necessary, move to safe assembly areas outside the building and away from the location of the explosion.

- 5) Render first aid as necessary.
- 6) Teachers are to take roll, complete Disaster Report, and report missing students to the office.
- 7) If possible to fight small fires without endangering life, do so.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Oxnard School District Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the Oxnard School District Superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.

- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) Contact the Oxnard School District Superintendent.
- 7) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the Oxnard District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary, evacuate location to move away from crash.
6. Consult with Oxnard District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, taste, and/or multiple persons with unexplained nausea, vomiting or other illnesses.

Procedure

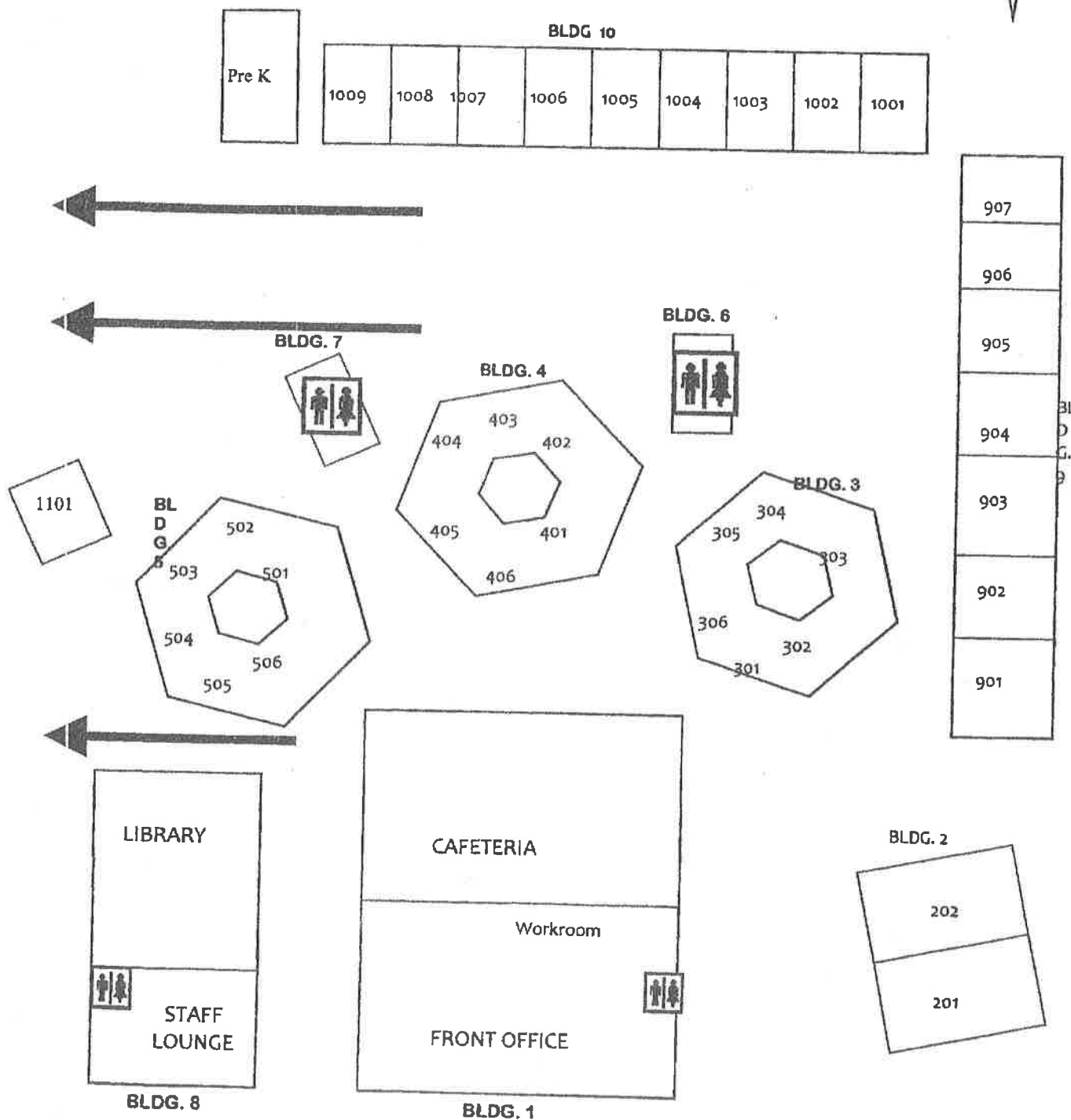
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 911, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The school administrator will contact the Oxnard District Superintendent for direction.

Emergency Evacuation Map

Sierra Linda Elementary School Safe School Plan



Oxnard School District



SIERRA LINDA SCHOOL

PARENT/STUDENT HANDBOOK

2017-2018

2201 Jasmine Street

Oxnard, CA 93036

Office: 805-385-1581

Fax: 805-485-5796

STUDENT PLEDGE FOR SUCCESS

A Promise I Make to Myself

I will listen to what others have to say.

When I wait my turn to speak, I can hear what everyone has to say.

I will treat others with RESPECT and kindness.

Pushing, fighting, bullying, name-calling, and treating others badly hurts them and hurts me.

I will respect the diversity of all people.

Whether we are the same or different on the outside, it's the person we are on the inside that counts.

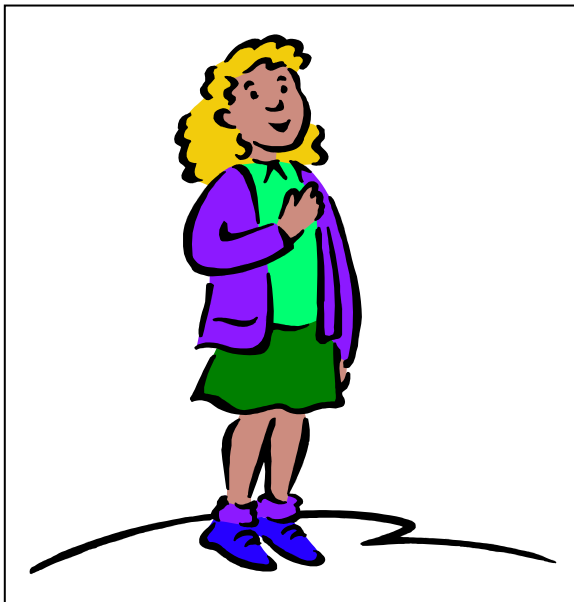
I will remember that I have people who care about me in my family, school, and community.

Families, like schools and communities, can be many sizes and made up of all kinds of people.

I will try my best.

Even when I make mistakes, I learn from them.

The most important thing is to keep trying.



PROMESA ESTUDIANTIL PARA EL ÉXITO

Una Promesa Hecha a Mi Mismo

Voy a escuchar a lo que otros quieren decir.

Cuando espero mi turno para hablar, puedo escuchar lo que todos tienen que decir.

Trataré a los demás con RESPETO y amabilidad.

Empujando, peleando, abuzando, nombrado con apodos, y tratando a otros mal los lastimo y me lastimo a mí mismo.

Respetaré la diversidad de toda la gente.

Sea que somos iguales o diferentes por fuera, lo que cuenta es la persona que somos por dentro.

Siempre recordaré que tengo gente que se preocupa por mí en mi familia, la escuela, y la comunidad.

Las familias, así como las escuelas y las comunidades, pueden ser de diferentes medidas y hechas de toda clase de gente.

Trataré de hacer lo mejor que puedo.

Aun cuando cometo errores, aprendo de ellos.

Lo más importante es seguir tratando.

SELF-CONTROL

Self-control is when I control what I do and what I say. I use my self-control to follow directions. Using self-control helps me resist doing things that may be harmful to myself and others. Self-control helps me stay safe and be successful. By using my Self-control, I help create a school where everyone can learn.

AUTODOMINIO

El autodomino es cuando controlo lo que hago y lo que digo. Utilizó mi autodomino para seguir direcciones. Usar autodomino me ayuda a resistir el hacer de las cosas que pueden ser dañosas a mí y a otros. El autodomino me ayuda a permanecer cuidadosamente y sobre salir. Cuando uso el autodomino, yo ayudo a crear una escuela donde todos podemos aprender.

PRINCIPAL'S MESSAGE

Welcome to Sierra Linda School,

Sierra Linda School is committed to the development and maintenance of a strong partnership between families and educators in our ongoing quest to provide a quality educational program for all our students.

It is vital that our teachers and parents work closely together as partners in education. Within this partnership, we must continuously strive to empower students to be articulate, read with enthusiasm, and understanding, write clearly and demonstrate proficiency in the areas of computation and critical thinking.

As we begin our 2017 - 2018 school year, it is especially important and timely that we provide each student with the necessary educational tools which will enable them to be productive, successful citizens in the years ahead. We are looking forward to this school year with great excitement and hope all our students will have a rewarding and successful year.

MISSION STATEMENT

MISSION: We encourage children to become creative, academically competent, responsible citizens within a safe and healthy environment where all individuals are nurtured and respected.

VISION: Empowering all children to achieve excellence.

SCHOOL HOURS

Preschool – AM 8 am – 11 am
PM 11 am – 2 pm

TK and Kindergarten – 8:30 – 1:52 p.m.

Grades 1 – 5 - 8:30 – 2:45 p.m.

Front Gate opens at 8:10 a.m.

There is no supervision before this time.

Do not drop off your child before.

TELEPHONE DIRECTORY

School Office385-1581
Transportation 385-1519
District Office385-1501

TRANSPORTATION

Any questions or concerns parents have about transportation should be directed to the Transportation Department, at **385-1519**. The transportation office is located at 514 W. Wooley Rd., Oxnard, CA 93030.

CAFETERIA PRICES

Breakfast and Lunch are served in the cafeteria. Breakfast is FREE, lunch is \$2.25, milk is \$.25 and reduced lunch is \$.40. Families need to fill out an application at the beginning of the year to qualifying for free and reduced-priced lunch.

STUDENT CONDUCT EXPECTATIONS AND RESPONSIBILITIES

In order to promote positive and respectful behavior from our students, Sierra Linda has a school wide plan that involves recognizing and encouraging responsible behavior. Students who follow classroom and school rules, behave safely, and treat themselves and others with respect are positively reinforced with praise and rewards. Students who violate district policy and state educational codes receive appropriate consequences and a telephone call to the parents.

The skills we teach are used to prevent inappropriate student conduct and promote responsible behavior. This plan is intended to support classroom rules and foster opportunities and ways for students to be rewarded. *Thus, supporting character building wherein they learn to make safe, responsible and appropriate choices.*

ELECTRONIC USE

Electronic devices are prohibited during the school day (including recess and lunch), unless authorized by a teacher.

Cell phones and other electronic devices are expected to be secured and turned off during the school day, so as not to disrupt the classroom.

The school is not responsible for lost, stolen, or damaged electronic items on campus or bus.

Students in possession of electronic items during the day may have the item confiscated and returned to a parent only.

CAFETERIA RULES

All students are expected to behave in an acceptable manner while eating in the cafeteria.

Students must:

- Keep their hands and feet to themselves.
- Not play or “rough house” while in the cafeteria line.
- Follow all directions given by cafeteria supervisors.
- Use a soft voice and “whisper” while in the cafeteria and talking to neighbors.
- Take food from categories offered and not trade/share food with other students.
- **Do not bring sodas, fast food, candy, chips or gum for lunch.**
- Do not bring additional snacks or drinks other than water if they are going through the line.
- Clean-up after themselves and not leave paper and food scraps on the table or floor
- Sit at designated areas.

*Our school is focused on student “Health” therefore, we expect students to bring healthy snacks and lunches.

PLAYGROUND SAFETY RULES

Following these rules will support safety on the playground and at recess.

STUDENTS MUST:

- Respect the rights and properties of others. Threatening, bullying, hitting, fighting, using profanity, insulting, or vulgar language will result in the appropriate consequences.
- Follow the directions of any and all adult supervisors on the playground.
- Keep the playground clean – Not litter the school grounds.
- Play in the designated area of the playground and not in areas designated as off limits (quad areas and behind buildings).
- Kick balls only on the grass areas. Balls are not to be kicked on or toward the blacktop.

PLAYGROUND SAFETY RULES (Cont.)

- Use the play equipment as it was designed. No tag games or running in and around the equipment.
- Keep toys and all electronic equipment at home. These items are not allowed at school, unless otherwise requested by the classroom teacher.
- Walk to and from the playground area – not run on the asphalt.
- Keep hands and all objects to themselves. Do not throw rocks, wood chips, or other objects that can hurt another person.
- Use the restroom appropriately. Do not play in and around the restrooms, or vandalize the restrooms.
- Stop playing when the bell rings. Walk the line up quietly with their class. All playing and games end when the bell rings.
- Use the restrooms and the water fountain during recess and not after the bell has rung.

USE OF PLAY EQUIPMENT

- No tag games or running in and around the Big Toy.
- Ladders are for going up only.
- Students may not climb up the slide. Slides are for going down on bottoms ONLY.
- Playground equipment (balls, ropes, etc.) are for playground use and not allowed in the play structure area.
- Feet and/or hands on the play structure at all times.
- One student on “monkey bars” at a time and in one direction only. Take turns.

BICYCLE/SKATEBOARD/SCOOTER ROLLER BLADES/ROLLER SKATES RULES

Each child riding a bicycle, skateboard, scooter, roller blades, or roller skates is expected to:

- Get off the bicycle, skateboard, scooter, roller blades, or roller skates before coming onto school grounds.
- Walk the bicycle, skateboard, scooter, roller blades, or roller skates on the school campus.
- Lock the bicycle, skateboard, scooter, roller blades, or roller skates to the bicycle rack.
- Walk the bicycle, skateboard, scooter, roller blades, or roller skates off the campus when she/he is dismissed.
- Do not play in the area where the equipment is kept locked.

REMEMBER: The school cannot be held responsible for bicycles, skateboards, scooters, roller blades, or roller skates that are damaged or stolen. **Students need to wear a helmet.**

ASSEMBLIES

The purpose of an assembly is to present information or provide a special experience for students. Students are expected to:

- Always enter and leave quickly.
- Be orderly and follow the directions of their teacher.
- Listen to and/or participate positively in the program.
- Show appreciation by applauding.
- Never hoot, boo, or whistle. These noises are inappropriate and unacceptable.

SIERRA LINDA DRESS CODE AND SCHOOL UNIFORM POLICY

The Board of Trustees recognizes that the primary responsibility for student grooming lies with the student and his or her parent's working closely with school administration. The purpose of dress standards is to ensure a safe and secure environment in which to offer a quality education. In order to provide a safe, positive learning environment, dress and grooming are not to disrupt the orderly classroom processes nor interfere with school work or discipline. Common sense, safety, and practicality should be observed. The following guidelines are expected to be followed by all students.

- Clothing, jewelry and personal items (backpacks, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or Tobacco Company advertising.
- Clothing which exposes underwear, bare midriffs or stomachs (including transparent blouses, crop tops, tank tops, "spaghetti" straps, or halter tops), short shorts or skirts (above mid-thigh) are not permitted.
- Shorts that extend below the bottom of the kneecap are not permitted.
- Sandals are not permitted unless child has a medical note for open toes. This is to protect students' toes from injury.
- Shoes with heels or wheels are not permitted to avoid children from injury.
- Hats may not be worn inside a classroom or school building. Baseball caps or "bucket hats" may be worn for sun protection and must be a plain, solid color, without any logos.
- Pants must be worn at the waist to prohibit sagging.
- Metal accessories that present a hazard to the health or safety of the wearer, or others are prohibited on school grounds.

ATTENDANCE

School attendance is VERY important. When students are absent they miss the lesson and fall behind. We want students to take full advantage of their educational experience. Parent/Guardian should notify the school when and why students are absent before 10 am. The school system makes daily phone calls to parents when children are absent. When a student has repeated tardies or unexcused absences a letter is mailed home, and a parent conference may be scheduled. In the event of habitual truancy, students may be referred to the district's School Attendance Review Board (SARB).

PARENT COMMUNICATION AND INVOLVEMENT

At Sierra Linda School we are committed to open and clear communication. All parents are given the opportunity to participate in their child's education in the following ways.

- Back to School Night
- Parent Teacher Association (PTA)
- Parent – Teacher – Student Conferences
- Communication via Agenda/Class Dojo
- School Site Council
- Classroom Volunteers
- Coffee with the Principal
- English Language Advisory Committee
- Parent visits and conferences
(upon request and Teacher permission)

We pride ourselves on a warm and safe campus where everyone feels at home. Our school is a closed campus, which means that all visitors must come into the front office to check in and get a pass to enter our campus.

When picking up your child early from school for illness/injury or doctor's appointments, please make sure you have a valid ID. An adult needs to be present when child is pulled from class.

Together we can make Sierra Linda a great place to learn. Thank you for your continued support!!

MENSAJE DE LA DIRECTORA

Bienvenidos a la escuela Sierra Linda.

La Escuela Sierra Linda está comprometida a desarrollar y mantenimiento de una asociación fuerte entre familias y educadores en nuestra constante lucha por proveer un programa educativo de calidad para todos nuestros estudiantes.

Es vital que nuestros maestros y padres trabajen juntos como socios en educación. Dentro esta asociación, tenemos que luchar constantemente en que los estudiantes sean articular, leer con entusiasmo y entendimiento, escribir claramente y demostrar eficiencia en las áreas de computación y pensamiento crítico.

Al comenzar el año escolar 2017 - 2018, es especialmente importante y a tiempo que le proveamos a cada estudiante las herramientas educativas necesarias las cuales les permitirán ser ciudadanos productivos y exitosos en años por venir. Empezamos el año con entusiasmo y esperamos todos nuestros estudiantes tenga un año muy gratificante y éxitos.

DECLARACION DE LA MISION

Misión: Animamos a cada estudiante a ser creativo, competente académicamente, ciudadanos responsables entre un ambiente seguro y saludable donde todos son educados y respetados.

Visión: Empoderando a cada estudiante para que alcance excelencia.

HORARIO DE LAS CLASES

Pre-School: AM 8 am – 11 am

PM 11 am – 2 pm

TK and Kindergarten – 8:30 – 1:52 p.m.

Grados 1 – 5 - 8:30 – 2:45 p.m.

La puerta de enfrente se abrirá a las 8:10 a.m.

No hay supervisión antes de esta hora.

No deje a su estudiante solo antes.

DIRECTORIO TELEFONICO

Oficina de escuela.....385-1581

Transportación.....385-1519

Oficina del distrito.....385-1501

LA OFICINA DE TRANSPORTE

Si necesita alguna información de transporte en autobús, o si tiene alguna queja acerca del programa de transporte, por favor diríjirse al Departamento de Transporte al **385-1519**. La oficina se encuentra situado en 514 Wooley Road, Oxnard, Ca., 93030.

PRECIOS DE LA CAFETERIA

El desayuno y lonche se sirven en la cafetería. El costo del desayuno es gratis y \$2.25 por lonche, leche es \$.25 centavos y el precio de lonche reducido es \$.40 centavos. Los estudiantes necesitan llenar una aplicación de lonche al comienzo del año para que califiquen para lonche gratis o reducido.

EXPECTATIVAS

Y RESPONSABILIDADES DE CONDUCTA DE LOS ESTUDIANTES

Para incrementar un comportamiento positivo y respetuoso de parte de nuestros estudiantes, Sierra Linda tiene un plan escolar amplio que envuelve reconocer y animar una conducta responsable. Todos los estudiantes que sigan las reglas de la escuela y del salón, se comportan sin riesgos, y tratan a los demás y a ellos mismos con respeto son esforzados positivamente con elogios y recompensas. Los estudiantes que violen las pólizas del distrito y los códigos estatales educacionales reciben consecuencias apropiadas y una llamada telefónica a los padres.

Las técnicas son usadas para prevenir conductas inapropiadas de los estudiantes y promover conductas responsables. La intención de este plan es apoyar las reglas de los salones y promover oportunidades y formas para recompensar a los estudiantes. *Así, apoyando la formación del carácter en el que aprenden a tomar decisiones seguras, responsables y adecuadas.*

Uso de Tecnología

El uso de Tecnología está prohibido durante el día de la escuela (incluyendo recreo y lonche) solo si la maestra/o lo autoriza.

Celulares y otros objetos tecnológicos tienen que estar seguros y apagados durante la escuela para que no interrumpan la clase.

La escuela no está responsable por pérdida, robada o daños a sus objetos tecnológicos en la escuela o autobús escolar.

Estudiantes en posesión de objetos de tecnología durante el día estarán confiscados y

solamente un padre podrá recogerlo en la oficina.

REGLAS DE LA CAFETERIA

Se espera que todos los estudiantes se porten de una manera aceptable mientras comen en la cafetería.

Los estudiantes deben:

- Mantener pies y manos para sí mismos.
- No jugar o jugar luchas mientras están en línea en la cafetería.
- Seguir todas las indicaciones dadas por los/as supervisores/as de la cafetería.
- Usar voz suave y susurrar mientras están en la cafetería y cuando hablen con sus compañeros/as.
- Tomar la comida de las categorías ofrecidas y no intercambiar o compartir la comida con otras personas.
- **No traer refrescos de sodas, sabritas, comida de restaurante, dulces o chicle para el almuerzo.**
- No traer comida o refrescos extras si van a pasar por la línea.
- Al terminar de comer recoger su basura y no dejar papeles o migajas de comida sobre la mesa o el piso.
- Sentarse en las áreas designadas.

**Nuestra escuela se enfoca en la salud del estudiante. Esperamos que cada estudiante traiga comida y bocadillos saludables.*

REGLAS DE SEGURIDAD DEL PATIO DE RECREO

Obedecer estas reglas mantendrá la seguridad a la hora de recreo.

LOS ESTUDIANTES DEBEN:

- Respetar los derechos y propiedades ajenas. Amenazas, abuzar, pegar, pelear, usar profanidades, insultar, o usar lenguaje vulgar tendrán las consecuencias apropiadas.
- Seguir las indicaciones de cada uno y todos los supervisores en el campo de recreo.
- Mantener el campo de recreo limpio - No tirar basura en los terrenos de la escuela.
- Jugar solo en las áreas designadas del campo de recreo y no en las áreas fuera del límite (área del patio ni detrás de los edificios).
- Patear las Pelotas solo sobre el sácate. Las Pelotas no deben patearse sobre o hacia el tapete negro.
- Usar el equipo de juego en la forma para la que fue designada. No jugar al “corre que te alcanzo”, ni correr dentro o alrededor del equipo de juego.
- Mantener juguetes y todo equipo electrónico en su casa. Estos artículos no son permitidos en la escuela, a menos que el maestro/a los requiera.
- Caminar hacia y desde el campo de juego— No correr sobre el asfalto.
- Mantener sus manos y todos sus objetos para sí mismos. No arrojar piedras, pedacitos de madera, u otros objetos que puedan dañar otras personas.
- Usar los baños apropiadamente. No jugar dentro ni alrededor de los baños, ni vandalizar los baños.
- Parar de jugar cuando suena la campana. Caminar hacia la línea silenciosamente junto con los compañeros de salón.
- Usar los baños y tomar agua de la fuente durante el recreo y no después de que suena la campana.

USO DE EQUIPO DE JUEGOS

- No jugar o correr alrededor o en el equipo de juego grande.
- Las escaleras son para subir solamente.
- La resbaladera es para bajar sentado solamente.
- Equipo del campo de juego (Pelotas, sogas, etc.) son para usarse en el campo de juego y no son permitidos en la estructura de juego grande.
- Solo un estudiante a la vez sobre las barras de la estructura en una sola dirección. Tomar turnos.

REGLAS PARA EL USO DE BICICLETAS/MONOPATINES/PATINES DE AGARRADERA/PATINES DE NAVAJA/PATINES DE RUEDITAS

Cada estudiante usando bicicleta /monopatín / Patines debe seguir las reglas de enseguida:

- Bajarse de la bicicleta/monopatín/ patines al llegar a los terrenos de la escuela.
- Caminando la bicicleta/monopatín/patín al llegar a los terrenos de la escuela.
- Amarrar las bicicletas/monopatines/patines con candado a la estructura con seguro.
- Camine la bicicleta/monopatín/patín cuando se van de los terrenos de la escuela.
- No jugar en el área donde se amarra el equipo.

RECUERDEN: La escuela no se hace responsable si las bicicletas/monopatines/patines de agarradera/patines de navaja/patines de rueditas son robados o dañados en los terrenos de la escuela.

Los estudiantes deber usar casco protector.

ASAMBLEAS

El propósito de las asambleas es de presentar información o proveer una experiencia especial para los estudiantes. Los estudiantes deben:

- Siempre entrar y salir silenciosamente.
- Permanecer ordenadamente y seguir las indicaciones de sus maestros/as.
- Escuchar o participar positivamente en el programa.
- Mostrar apreciación aplaudiendo.
- Nunca burlarse, abuchear, o chiflar. Estos ruidos son inaceptables.

POLITICAS DE UNIFORMES Y CODIGO DE VESTIMENTA DE SIERRA LINDA

La Mesa Directiva reconoce que la mayor responsabilidad en la apariencia de los estudiantes reposa en sí mismo y en sus padres en estrecho acuerdo con las autoridades de la escuela. El propósito de este requisito de vestimenta es mantener un ambiente sano y seguro en el cual se ofrezca una educación de calidad. Los estudiantes deben vestir con ropa limpia y que sea apropiada para aprender. Se debe observar el sentido común, seguridad, y viabilidad. Las siguientes son normas que se espera sean obedecidas por todos los estudiantes.

- La ropa, alhajas, y artículos personales (mochilas, etc.) deben estar libres de escritura, fotos o cualquier otra insignia que sea ruda, vulgar, profana o sexualmente sugerente, que muestre anuncios de compañías de tabaco, drogas, o alcohol, promociones o algo parecido, o algo que refleje prejuicios o intolerancia.
- La ropa que expone ropa interior, descubre parte del estómago (inclusive blusas transparentes, blusas escotadas, camisetas con tirante angosto, blusas con tirante de “espaguetis”, o blusas con tirantes de sogas), pantalones cortos o faldas muy cortas (arriba de medio muslo) no son permitidos.
- Pantalones cortos abajo de la rodilla no son permitidos.
-
-

POLITICAS DE UNIFORMES Y CODIGO DE VESTIMENTA DE SIERRA LINDA (Cont.)

- No se permite usar cachuchas dentro del salón de clase o del edificio escolar. Las “gorras de beisbol” pueden ser usadas para protección del sol y deben ser sencillas de color sólido, sin ningún logo.
- Sandalias no so permitidas para proteger los dedos de los estudiantes. Se necesita una nota médica para usar sandalias.
- Zapatos de tacón o con llantas no están permitidas para proteger los tobillos y pies.
- Los pantalones deben ser llevados en la cintura para impedir que se caigan.
- Accesorios de metal que presentan un riesgo o peligro para la salud o la seguridad de las personas que los usan o a otras personas son prohibidos en el terreno escolar.

ASISTENCIA

La asistencia escolar es MUY importante. Cuando un estudiante falta, él/ella pierde la lección del día y se atrasa. Los padres/guardianes deben notificar a la escuela cuando y porque los estudiantes están ausentes antes de las 10 am. La escuela hace llamadas diarias a los padres cuando los niños están ausentes.

Cuando un estudiante tiene tardanzas repetidas o ausencias sin excusa se manda una carta al hogar, y se hace una conferencia de padres. En el caso de ausencias sin permiso de la escuela habitual, los estudiantes puedan ser referidos a la junta de Revisión y Verificación de Asistencia del distrito llamada (SARB).

El personal de la escuela esta comprometidos a tener comunicación abierta y clara. Todos los padres se les dan la oportunidad de participar en la educación de sus hijos en las siguientes áreas;

- Noche de Regreso a la Escuela
- Asociación de Padres y Maestros
- Conferencias de estudiantes, padres y maestros
- Comunicación atreves de las Agendas y Class Dojo.
- Visitas o conferencias (favor de hacer cita antemano)
- Café con la Directora
- Junta del Concilio Escolar
- Voluntarios en los salones
- Comité Consultivo del aprendizaje del idioma Ingles

Es nuestro orgullo tener una escuela donde todos son bienvenidos y seguros. Nuestra escuela está completamente cerrada y todos tendrán que pasar por la oficina a firmar y recibir un pase para entrar.

Si están recogiendo un estudiante temprano de la escuela por enfermedad/lastimado o tiene una cita de doctor, por favor asegúrense de tener su identificación para sacar a un estudiante. Un adulto necesita estar en la tarjeta de emergencia y presentes en la oficina para sacar a un estudiante de clase.

Juntos podemos hacer Sierra Linda un buen lugar para aprender. Gracias por su apoyo continuo!!

COMUNICACION Y PARTICIPACION DE LOS PADRES

SIERRA LINDA *existing :: K-6*

09.05.2012

School Statistics

Current Enrollment	672
Total # Classrooms	35
Year Constructed	1966
Year Modernized	2004
Site Acreage	10.5

**Included in the total classroom count are (12) portable classrooms*



LEGEND

- Campus Entry
- Drop-off
- Service Access
- Staff/Visitor Parking
- Existing Building
- Portable
- Playfield/Playground
- Hardcourts
- Kinder Play
- PV Panels
- RR** Restrooms
- CR** Classroom
- LIB** Library
- FS** Food Service
- ST SERV** Student Services
- SP ED** Special Education

SCALE
1:150



Comprehensive School Safety Plan SB 187 Compliance Document

2017-2018 School Year

School: Juan Lagunas Soria Elementary School
CDS Code: 56725380119412
District: Oxnard School District
Address: 3101 Dunkirk Drive
 Oxnard, CA 93035
Date of Adoption: October 4, 2017

Approved by:

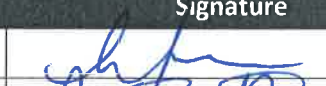

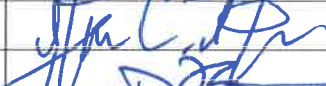

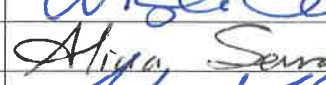
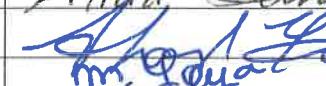

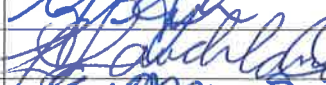
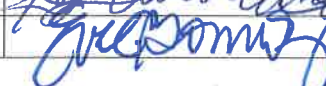


Name	Title	Signature	Date
Aracely Fox	Principal		2/6/18
Elena Garcia	Assistant Principal		2/6/2018
Maria Magana	ORC/Classified Rep		2/10/18
Kevin Thompson	Student Resource Officer		2/6/18
Argelia Tellez	School Office Manager		2/5/18
Alicia Serrato	Attendance Tech		2-7-18
Sheryl Fidler	School Psychologist		2-7-18
Martiza Loya	School Counselor		2/2/18
Maria Ayala	Teacher		2/6/18
Kori Lauchland	Teacher		2/6/18
Eva Gomez	SSC Chairperson		2/6/18

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Senate Bill 187: Comprehensive School Safety Plan Purpose

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB 115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

Assessment of school crime committed on school campuses and at school-related functions

- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy of the Comprehensive School Safety Plan is available for review at Juan Lagunas Soria Elementary School's office.

Safety Plan Vision

Providing a happy, caring, clean, safe and academically stimulating environment where children will believe in exceeding their potential.

Components of the Comprehensive School Safety Plan (EC 32281)

Juan Lagunas Soria Elementary School Safety Committee

Aracely Fox, Elena Garcia, Maria Magana, Kevin Thompson, Alicia Serrato, Argelia Tellez, Sheryl Fidler, Kori Lauchland, Maria Ayala, John Guillen, Eva Gomez

Assessment of School Safety

The site monitors closely Office Referrals, Attendance Rates, Suspensions/Expulsions Data, and the Healthy Kids Survey to assure that there continues to be improvements in students' behavior and overall school climate. Findings are shared with all stakeholders including faculty, staff, parents and overall community. Meetings are scheduled during the school year to present information to all stakeholders and gather their input, meetings include SSC, ELA, PTA, Staff Meetings, and the CHAMPS/PBIS committee meetings.

At the beginning of the school year the SRO conducts a security inspection of the campus with the School Principal.

The SRO is present during the school's evacuation drills.

District's Risk Management conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.

The Lead custodian and the School Principal conduct a monthly safety inspection and submit a report to the District Office.

Any safety issue is reported by staff to administration and the issues are handled by the lead custodian or through work orders to the District Office.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

Monthly drills, evaluation of monthly drills and end of the year self-evaluation in collaboration with OPD.

OPD periodically visits the school during the morning and dismissal hours and gives input into the safety protocols for dropping off and picking up students.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency.”

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

All staff are trained annually in regard to the CSSP and EOP. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

Disaster Plan (See Appendix C-F) “GENERAL: The dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.
- D. In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.
- F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

- Ventura: KVTA 1520
- Los Angeles: KNX 1070
- Spanish: KTRO 1520

FM Radio Stations:

- Ventura: KHAY 100.7
- Los Angeles: KBIG 104.3
- Oxnard: KCAQ105

Disaster Plan (See Appendix C-F)

Public Agency Use of School Buildings for Emergency Shelters

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

After School Program

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

(a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

(b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

(c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

(d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

(e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual

orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students will be held to the Soria School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents/guardians to have proper clothing items brought to school and change, to adhere to the school's dress code policy.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. (Education Code 35294.1)

California Education Code Title V. Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

The following will be strictly adhered to:

Students may not wear clothing or hairstyles that will be disruptive to the educational process. Jewelry that is considered dangerous should not be worn.

1. Clothes should be neat, clean, and reflect good taste and decency.
2. Apparel, which draws undue attention to the wearer, is inappropriate.
3. Shoes must be worn at all times. Sandals (unless for medical reasons), thongs, high-heels or platform shoes are not permitted for safety reasons.
4. Bare midriffs, beach wear, halter tops, see-through outfits, and tube tops are not permitted. Spaghetti strap tops or dresses are also not permitted.
5. For the sake of modesty dresses, skirts and shorts should be at least 14 inches long from the waist to the hem. Cut-offs, short shorts and skin tight work-out or bicycle-athletic shorts are not permitted.
6. Pants with holes, bib straps hanging, cut or ragged cuffs or pants with belt straps hanging are not appropriate school attire.

7. Shirts with beer, alcohol, drugs or tobacco slogans are not to be worn. This includes shirts with obscene pictures, drug emblems or objectionable language.
8. Over-sized clothing or shorts below the knee worn with long white socks are inappropriate. Clothing considered gang attire may not be worn.
9. Hats may be worn as a sun protective clothing.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the students' emergency cards and will be followed accordingly.

SCHOOL HOURS

- The student day is from 8:40-1:57 (Kindergarten), 8:40 am to 2:50 pm (1-5) and 8:35 – 3:03 (6-8).
- Parents dropping students off at school should be aware that playground supervision is not available before 8:00 am. School office hours are 7:30 am to 4:00 pm.
- Once arriving at school, students are to immediately come onto the campus and move to the Multi-Purpose Room (7:30-8:00) or the blacktop, playground area (8:00-8:40).
- Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by walking or riding a bus.
- Students waiting for rides home via automobile need to wait in the designated pickup area.
- Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.
- Crossing guards are present between the parking lot and the main gate at arrival and at dismissal.
- During dismissal two additional crossing guards are present at Dunkirk St. (Blacktop Area and Flagpole Area).

DISMISSAL

- Students will be dismissed through various exits depending on their grade level; kindergarten will exit through the kinder playground, 1st through 4th grade will exit through the Dunkirk gates and 5th through 8 grade will be dismissed through the playground gates.
- All 5th through 8th grade students who need to exit through the front must obtain a sticker from the office.
- Siblings in different grade levels will be allowed to wait for each other in the supervised quad area.
- Students who have not been picked up fifteen minutes after their dismissal time will be asked to wait inside until an authorized person comes to pick them up.
- All exit gates will be closed at 3:17 pm, anyone picking up a student after that time must stop by the office to sign-out the student following the established protocol.
- Students will not be allowed to wait on Fifth St. or the City Park adjacent to Soria School.

BEFORE SCHOOL DROP OFF/AFTER SCHOOL PICK UP

- The front parking lot has a designated drop off area and through traffic zone. This area is monitored and supervised by classified staff, certificated and/or administrative staff.
- Parents may park in the front lot to walk student(s) onto the site. Parents should follow this same procedure at the end of the school day to pick up their child.
- Students should walk on the sidewalk and within the crosswalk area.
- Kinder parents are asked to drop off their child at the kindergarten playground entrance.
- 1st – 8th grade students can be dropped off in the parking lot and playground entrance.
- Students riding their bicycles or skateboards to school must lock them up in the appropriate racks. Skateboards and bicycles are not allowed on the campus.
- Drop off and Pick up procedures are shared in assemblies and with the parents at parent meetings. Safety issues are also shared through Connect Ed.

CLOSED CAMPUS

- Soria is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for pick up or the bus.
- All visitors (including parents) are asked to sign-in and pick up a visitor's badge in the front office before entering campus. This includes parents/guardians when dropping off or picking up students.
- Visitors without a proper badge will be re-directed to the office to check-in.

LEAVING EARLY

- Students may leave campus prior to dismissal; if parents/guardians or persons designated by parents/guardians (are on the emergency card) pick up students from school.
- Under no circumstances should a student leave campus without permission. Parents/Guardians must check in at the office in order to pick up students who are leaving campus for appointments.
- Only parents and guardians listed on the emergency card with an ID can sign out for a student leaving campus.
- Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

TARDY / LATE POLICY

- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom.
- An "excused late" will be assigned when parents have called or come into the school with a valid excuse such as a doctor or dentist's appointment.
- When a student is habitually late to school (more than 3 times), parents will be contacted to meet with principal/principal designee, attendance clerk and outreach specialist.
- Truant Tardy is when students arrive to school 30 minutes late. When a student is determined to have a truant tardy he/she will be assigned an office detention, be placed on an attendance contract and possibly receive a citation.

EXCUSED ABSENCES

- When a student is absent, the Parent/Guardian needs to notify the school school through a written note or phone call to the office within 72 hours of the absence.
- Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member. All other absences are considered unexcused. State law does not provide any financial assistance to schools when students are absent for any reason, including excused absences.
- Off campus absences, which are not approved in advance, are UNEXCUSED and students will be subject to disciplinary action.

RETURNING AFTER AN ABSENCE

1. Bring a dated note from parent(s) stating the reason for the absence, with your name, grade, date of absence, and parent signature
2. Take the note to the Attendance Clerk prior to 8:30 am to avoid being late for class
3. Receive a readmit slip
4. If a student leaves school early, a readmit slip must be picked up the following morning

TRUANCIES (UNEXCUSED ABSENCES)

- If a student is habitually late or absent from school various measures may be taken including detention, an alternate school placement, and referral to SARB (School Attendance Review Board).
- Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents.

The following are considered truanies:

1. Being absent from school without the knowledge and consent of the parent/school
2. Leaving the school grounds during the day without permission
3. Staying out of class without permission
4. Having excessive tardies

SAFETY AT DISMISSAL-TRAFFIC

- Campus supervisors have been trained by OPD to cross students before/after school (Pedestrian Crosswalks).
- The Oxnard Police Department Traffic Unit are called periodically to observe the traffic patterns during arrival and dismissal.
- The Safety Committee meets regularly to review all safety and security procedures and make necessary recommendations and changes.
- Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.
- Administration communicates with the community via meetings, letters and connect-ed phone messaging system regarding reminders for safety and traffic regulations.
- The safety/CARE committee meets regularly to review all safety and security procedures and make any necessary recommendation and changes.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School Wide Positive Behavior Support

Opportunity for Improvement:

Maintain a positive safe, bully free campus

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will create a positive behavior plan to encourage daily attendance.	<ul style="list-style-type: none"> • Aztec Attendance Club • Monthly, trimester, end of the year, reward attendance program • Weekly parent communication • Attendance Mediation 	-Site, PTA and ASB funding support	<ul style="list-style-type: none"> • ORC • Attendance Technician • School Administration 	<ul style="list-style-type: none"> • Monthly Chronic Absence Data
The site will create social support for students.	<ul style="list-style-type: none"> • Social Skills Building Groups • One on One Counseling • Daily Check in with Students • Crisis Intervention • Second Step • Shining Stars • Parenting Classes 	<ul style="list-style-type: none"> • Pupil Services • Site Funds 	<ul style="list-style-type: none"> • School Counselor • ORC 	Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.
The site will follow the school wide behavior expectation strategies.	<ul style="list-style-type: none"> • Full implementation of CHAMPS • Second Step • CHAMPS assemblies for students 	<ul style="list-style-type: none"> • On-going CHAMPS training • RTI Trainings • Pupil Services 	<ul style="list-style-type: none"> • School Administration • ORC • School Counselor 	Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.
The site will create a bully free school environment.	<ul style="list-style-type: none"> • Anti-Bullying Assemblies for students • Training for teachers and students • Second Step • SRO will have an assembly on cyberbullying • Students can report hate crimes/bullying anonymously via Sprigeo 	<ul style="list-style-type: none"> • PTA support for Assemblies • Site funding • Pupil Services for Curriculum 	<ul style="list-style-type: none"> • ORC • School Administration • School Counselor • SRO 	Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals
The site will promote a drug-free school zone.	<ul style="list-style-type: none"> • Highlight Red Ribbon Week • Implementation of the Minnesota Prevention Program 	-Pupil Services	<ul style="list-style-type: none"> • Club Live • ORC • Science Teachers 	Healthy Kids Survey

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will create and utilize Positive Behavioral Interventions and Supports (PBIS).	<ul style="list-style-type: none"> • Continue with the implementation of CHAMPS school wide • Implement the Restorative Justice Approach • Provide Professional Development in the area of PBIS 	<ul style="list-style-type: none"> • Ventura County Office of Education • Pupil Services • CARE Team (Committee for the Advancement of Respect and Education) 	<ul style="list-style-type: none"> • ORC • School Administration • School Counselor • Teachers 	<p>Student/Teacher/Parent Survey</p> <p>Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.</p>
The site will implement the Multi Tier System of Support (MTSS) to support students social/emotional needs.	<ul style="list-style-type: none"> • Staff training on the MTSS process • Participation in VCOEs MTSS Symposium • Weekly COST Meetings • Monthly SST Meetings 	-Pupil Services	<ul style="list-style-type: none"> • ORC • School Administration • School Counselor • Teachers 	<p>Student/Teacher/Parent Survey</p> <p>Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.</p>
The site's MTSS team will be accessible to parents and students.	<ul style="list-style-type: none"> • Site Administration, ORC and School Counselor will remain visible and will connect with students and families before school, after school and during recess. 	-Pupli Services	<ul style="list-style-type: none"> • ORC • School Administration • School Counselor 	<p>Student/Teacher/Parent Survey</p> <p>Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.</p>
The site will provide adequate campus supervision throughout the school day.	<ul style="list-style-type: none"> • Campus Supervisors will be trained on proper procedures and expectaions. • Campus Supervisors will be trained using the Safety Playground Certification Video. • Administration will meet with Campus Supervisors at least once a month. 	-Pupil Services	<ul style="list-style-type: none"> • School Administration • Campus Supervisors 	<p>Student/Teacher/Parent Survey</p> <p>Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will purchase/replenish recess equipment helping to maintain a safe environment for students.	<ul style="list-style-type: none"> Inventory equipment Develop a budget to support the replenishment of recess equipment 	-Risk Management	<ul style="list-style-type: none"> School Administration Campus Supervisors 	<p>Student/Teacher/Parent Survey</p> <p>Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.</p>

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure that the school is in safe physical working order

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will ensure a closed campus safe from intruders.	<ul style="list-style-type: none"> Ensure that locks and doors are in proper working order. Administration will have weekly meeting with the school's lead custodian. 	District/Facilities	<ul style="list-style-type: none"> School Administration Lead Custodian 	Submit work orders as needed
Campus facilities are safe and adequate.	-Monthly walk through to ensure that gates are locked, facilities are secured.	N/A	<ul style="list-style-type: none"> Administration Lead Custodian 	Review monthly report and submit work orders as needed
The site will be clean and free of safety hazards.	-Monthly walk through to ensure that gates are locked, facilities are secured.	N/A	<ul style="list-style-type: none"> Administration Lead Custodian 	Review monthly report and submit work orders as needed
The site will assure that all facility repairs are done on a timely manner.	<ul style="list-style-type: none"> Minor repairs are made immediately through the lead custodian or work orders placed through the DO. Major changes will go through a process of involving all stakeholders. 	District/Facilities	<ul style="list-style-type: none"> School Administration Lead Custodian Office Manager 	Weekly walk-throughs

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ensure all staff and students are prepared for an emergency

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>The school staff will know what to do in case of an emergency situation.</p>	<ul style="list-style-type: none"> • The site staff will participate in fire drills, lock-down drills, school evacuation drills and bi-monthly earthquake drills. • The site will develop and train all staff on school wide policies and procedures. • The emergency operation plan (EOP) and rescue plan is updated regularly. • The staff is trained in the EOP/School Safety Plan. • The safety committee meets regularly to review all safety and security procedures and makes any necessary recommendations and changes. • The school staff will receive training on search and rescue procedures and responsibilities. 	<ul style="list-style-type: none"> • Emergency Equipment • Oxnard Police Department • Oxnard Fire Department 	<ul style="list-style-type: none"> • School Administration • Teachers • SRO 	<ul style="list-style-type: none"> • Log of Monthly Drills • Agendas/Sign-In Sheets
<p>The site will have available adequate emergency equipment</p>	<ul style="list-style-type: none"> • The site's Safety Committee will conduct a yearly Inventory of Emergency Equipment • The site will have adequate two way working radios. • All emergency equipment is replenished as needed. 	<ul style="list-style-type: none"> • Emergency Equipment • Oxnard Police Department • Oxnard Fire Department 	<ul style="list-style-type: none"> • Custodian/School Administration • Safety Committee 	<p>-Checklist of supplies on site/needed supplies</p>

<p>Teachers and staff will be knowledgeable about their roles in case of an emergency.</p>	<ul style="list-style-type: none"> • The Safety Committee reviews and discussed procedures to be followed by staff and students during emergencies. • Administration will discuss the School's Safety Plan with all teachers. • The school's Resource Officer (SRO) and Site Administration will train all staff in Emergency Procedures. 	<ul style="list-style-type: none"> • Emergency Equipment • Oxnard Police Department • Oxnard Fire Department 	<ul style="list-style-type: none"> • School Administration • SRO 	<ul style="list-style-type: none"> • Staff Meeting Agendas • Professional Development Logs
<p>Students will know what to do in case of an emergency situation.</p>	<ul style="list-style-type: none"> • Students will participate in fire drills, lock-down drills, school evacuation drills and bi-monthly earthquake drills. • Students will participate in Safety Assemblies at least twice a year. • SRO and OPD regularly attends lockdown drills scheduled by school staff to ensure that procedures are followed properly, providing feedback to principal who will debrief with staff and implement the necessary changes. 	<ul style="list-style-type: none"> • Emergency Equipment • Oxnard Police Department • Oxnard Fire Department 	<ul style="list-style-type: none"> • School Administration • Teacheres • SRO 	<ul style="list-style-type: none"> • Log of Monthly Drills • Agendas/Sign-In Sheets

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Juan Lagunas Soria Elementary School Student Conduct Code

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents, and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

We want our students to develop a sense of values and follow the school's guidelines to success:

Always Give Your Best
Zero Tolerance for Bullying
Treat Everyone with Respect
Encourage Others
Create a Positive Environment
Seek Excellence in Everything

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.

Provide a framework of expectations, rewards, and consequences, so we can be consistent and fair in disciplining students.

Promote overall school safety and security for each student.

Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a team effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct concerning life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Attend school regularly and be on time for each class.

Know and follow school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Do not disrupt the learning of others.

Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.

Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).

Be responsible for your child's behavior.

Teach the pupil respect for the law and the rights of others.

Visit the school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline and control.

Expectation for Teachers

Provide positive learning experiences appropriate for each student.

Consistently enforce classroom rules, district rules, and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conferences and communication.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school and district rules and policies.

Counsel with students and parents regarding disciplinary matters.

Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

Provide leadership that will establish, encourage and promote teaching and effective learning.

Work closely with parent groups to design a Parent/Student/School Compact that outlines the responsibility and expectations for each group.

Basic School Rules:

Attend school regularly.

Be on time.

Be prepared for class.

Treat others with respect, care and consideration.

Conserve and protect the school and private property.

Engage in activities without "body contact."

Follow all school, and playground rules and procedures.

Use appropriate language.

Follow district dress/uniform standards.

Respect the rights of others.

Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns, and Consequences:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in the prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

While on school grounds;

While going to or coming from school;

During the lunch hour whether on or off campus;

During, or going to or coming from, a school-sponsored activity.

Other causes of disciplinary action:

Deliberate littering of school premises;

Inappropriately using cellular telephones or electronic devices or failing to follow school policy outline in Parent/Student packet given out at the beginning of the year;

Not adhering to the school dress code;

Making bomb threats or false fire alarms;

Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school-sponsored events;

Habitual tardiness or truancy;

Forging parents' signatures or school documents (CAC 306).

Discipline and Behavior:

The school has adopted PBIS (CHAMPS, Foundations, Restorative Justice) as a school wide approach to student behavior modification. Administration will meet with students once every trimester to go over school rules and expectations

The School's ORC and Counselor support teachers with CHAMPS in the Classroom

Administration holds monthly "town hall" meetings with middle school students to discuss student behavior

The school's Counselor and ORC will provide Social Skills Groups targeting bullying, decision-making and motivation

The school provides students with an online reporting bullying program

The School's Counselor and ORC hold community (restorative) circles with middle school students regularly during their advisory period.

The School Counselor and ORC will use 2nd Step Curriculum for grades 2-6 to teach and promote positive behavior

Conduct Code Procedures

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.”

Students may be disciplined for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil’s presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.”

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in January, approved by the SSC, and updated on March 1st.

Safety Plan Appendices

Emergency Contact Numbers

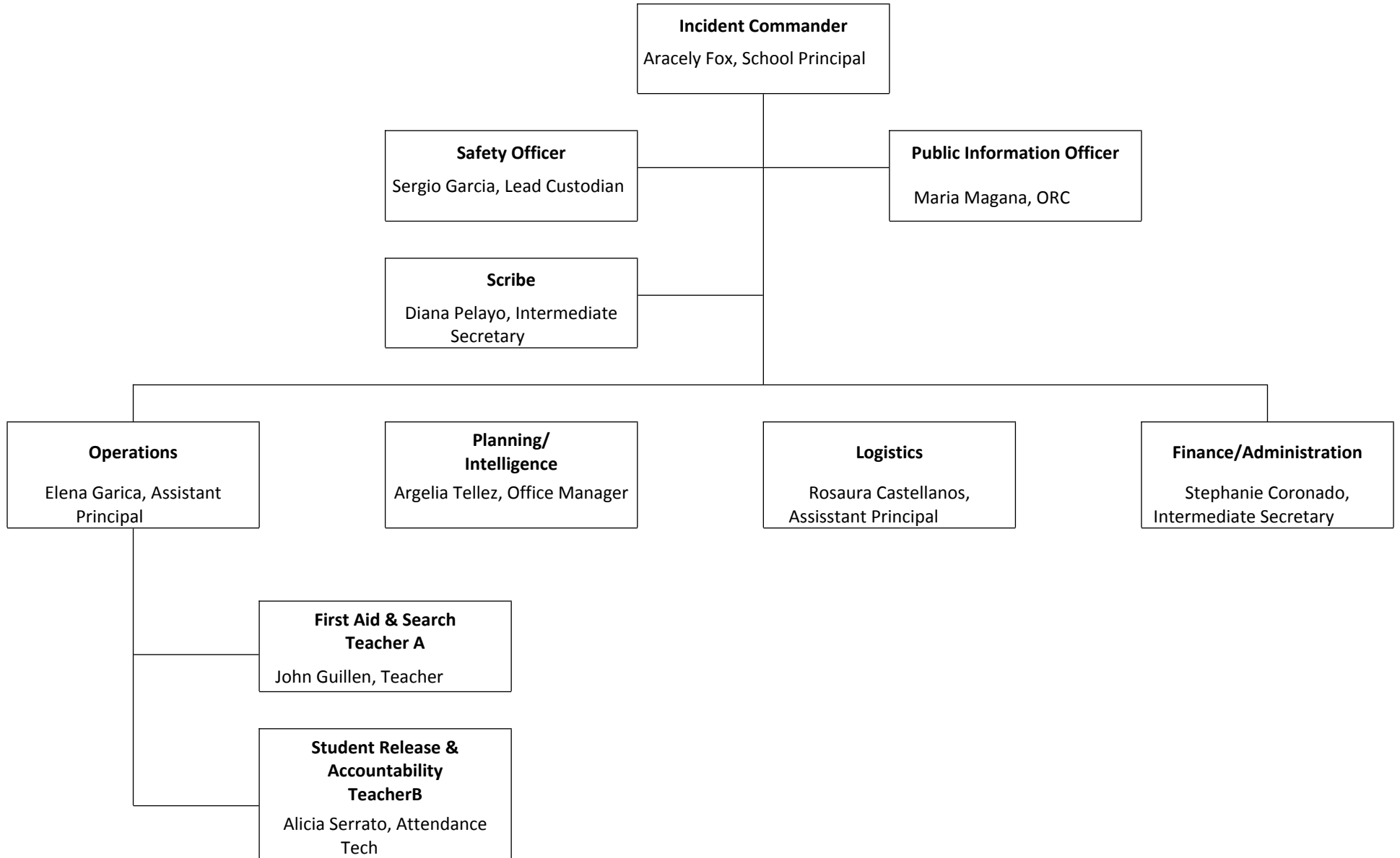
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 desde un teléfono fijo y 486-1663 desde celular	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Meet with Safety Committee	January 31, 2018	Agenda/ Sign-In Sheet
Safety Committee will Replenish and Organize Safety Materials	February 3, 2018	Agenda/ Sign-In Sheet
Review Safety Plan with Staff	January 30, 2018	Agenda/ Sign-In Sheet
Review and Approval of the Safety Plan by SSC	January 30, 2018	Agenda/ Sign-In Sheet
Review Safety Plan with ELAC	February 15, 2018	Agenda/ Sign-In Sheet
Parent Meeting to Review Safety Plan and Procedures	February 13, 2018	Agenda/ Sign-In Sheet
Parent School Safety Brochure Sent Home to all Parents/Guardians	February, 2018	Agenda/ Sign-In Sheet
Student Assemblies to inform students of Safety Procedures	February, 2018	Weekly School Bulletin/Power Point Presentation
Safety Meeting Committee and Fire Marshall to Review Plan	March, 2018	Agenda/ Sign-In Sheet
Meet with Safety Committee to review the School's Safety Plan	April, 2018	Agenda/ Sign-In Sheet

Juan Lagunas Soria Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

Assess level of danger. If extremely dangerous call 911. All other cases call Animal Control and/or OPD

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.

3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.








Unlawful Demonstration or Walkout

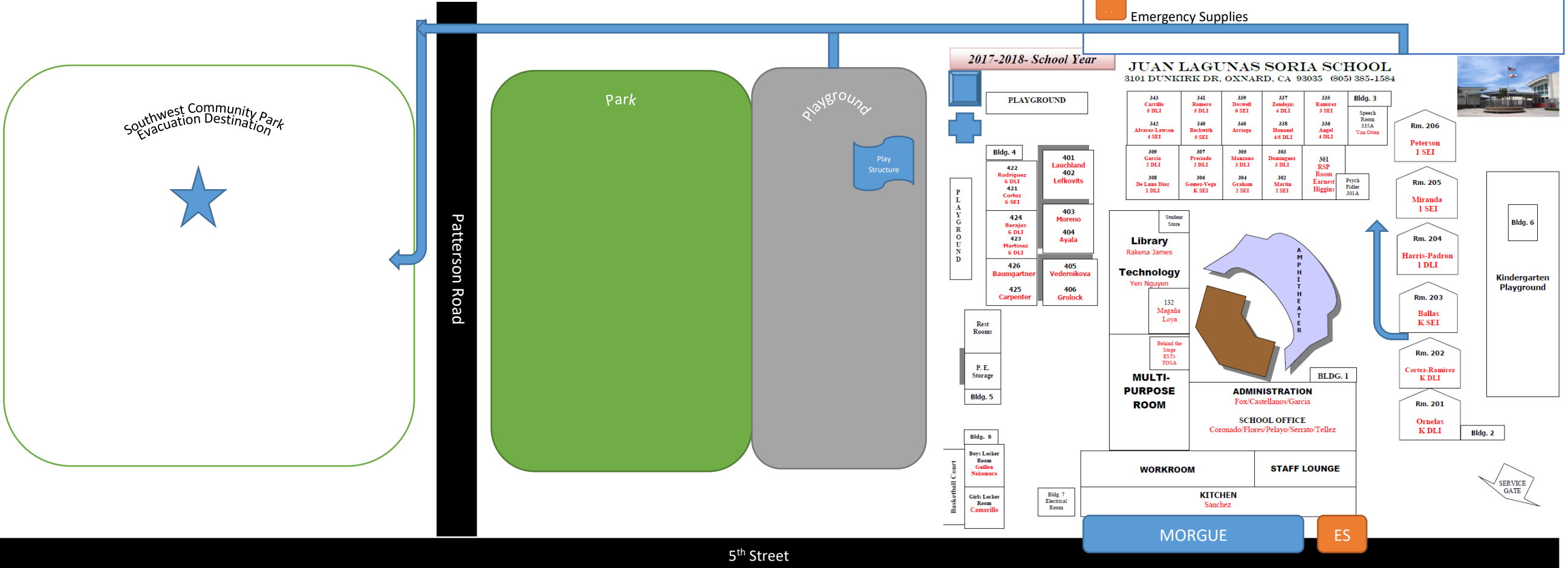
The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

- *Building 1 & 2 – Exit through the Dunkirk Gate by the flagpole, walk towards the Southwest Community Park- evacuation site
- *Building 3 – Exit through the Dunkirk Gate by the flag pole, and walk toward the Southwest Community Park- evacuation site
- *Building 4-6, 8 - Exit through the Dunkirk Gate by the blacktop exit, and walk toward the Southwest Community Park- evacuation site

Legend

-  Electrical Panel (Red)
-  Gas Shut Off
-  Command Center
-  Emergency Supplies
-  Irrigation Water Shut Off
-  Domestic Water Shut Off
-  First Aid Services



Juan Soria School Evacuation Map to Southwest Community Park